



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 05-13-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

| | | | |
|-----------------------|--|-----------------------------|------------|
| Order Number: | CMA 0212 0212 EQRENT22B 1 | Procurement Folder: | 966687 |
| Document Name: | SWC: EQRENT22B | Reason for Modification: | |
| Document Description: | Statewide Contract for Equipment Rental Services | NASPO Master Agreement No.: | 41431 |
| Procurement Type: | Statewide MA (Open End) | | |
| Buyer Name: | | | |
| Telephone: | | | |
| Email: | | | |
| Shipping Method: | Best Way | Effective Start Date: | 2022-05-15 |
| Free on Board: | FOB Dest, Freight Prepaid | Effective End Date: | 2023-03-16 |

| VENDOR | DEPARTMENT CONTACT | | | | | | | | | | | | | | | | | | | | |
|--|--------------------|---------------------|---------------------|---------------|----|----|--------|---|----|----|--|--|----|----|--|--|----|----|--|--|---|
| Vendor Customer Code: 000000215775 SUNBELT RENTALS INC 1716 Pennsylvania AVE Charleston WV 25308 US Vendor Contact Phone: 304-205-3084 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table> | | Discount Allowed | Discount Percentage | Discount Days | #1 | No | 0.0000 | 0 | #2 | No | | | #3 | No | | | #4 | No | | | Requestor Name: Mark A Atkins Requestor Phone: (304) 558-2307 Requestor Email: mark.a.atkins@wv.gov 22 FILE LOCATION _____ 2 CFR 200 Compliant |
| | Discount Allowed | Discount Percentage | Discount Days | | | | | | | | | | | | | | | | | | |
| #1 | No | 0.0000 | 0 | | | | | | | | | | | | | | | | | | |
| #2 | No | | | | | | | | | | | | | | | | | | | | |
| #3 | No | | | | | | | | | | | | | | | | | | | | |
| #4 | No | | | | | | | | | | | | | | | | | | | | |

| INVOICE TO | SHIP TO |
|---|---|
| VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US | STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US |

5-16-22 Box

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

MAA 05/13/2022

| |
|-----------------------------------|
| PURCHASING DIVISION AUTHORIZATION |
| DATE: 5/13/22 |
| ELECTRONIC SIGNATURE ON FILE |

| |
|--------------------------------------|
| ATTORNEY GENERAL APPROVAL AS TO FORM |
| DATE: 5/26/2022 |
| ELECTRONIC SIGNATURE ON FILE |

| |
|------------------------------|
| ENCUMBRANCE CERTIFICATION |
| DATE: 5-20-2022 |
| ELECTRONIC SIGNATURE ON FILE |

Extended Description:

STATEWIDE COOPERATIVE AWARD (NASPO)

CMA 0212 EQRENT22B EQUIPMENT RENTAL SERVICES

This Statewide Open-End Contract with Sunbelt Rentals, Inc. is to provide Equipment Rental Services to all State Agencies and Political Subdivisions located within the State of West Virginia via the attached Participating Addendum Agreement (Master Agreement No. 41431), all incorporated herein by reference and made apart hereof.

Effective Date of Contract: 05/15/2022 through 03/16/2023.

SPECIAL NOTE: Contract is for In-Store Pickup and Return of Rental Items only.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|--------------|----------------|--------------|----------|------|------------|
| 1 | 72141702 | | | LS | 0.000000 |
| Service From | | Service To | | | |
| | | | | | |

Commodity Line Description: Equipment Rental Service

Extended Description:

See Attached Pricing Pages for Contract Pricing.

Contract is for In-Store Pickup and Return of Rental Items only.

[PORTFOLIO]

Led by the **State of Vermont**

Master Agreement #: **41431**

Contractor: **Sunbelt Rentals, Inc.**

Participating Entity: **STATE OF WEST VIRGINIA**

WV Contract #: **CMA 0212 EQRENT22B**

Scope and Participation:

1. Scope:

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement.

☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

- 2. Participation:** This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of **West Virginia** and Contractor for **Equipment Rental Services**. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

☒ This Participating Addendum shall become effective upon the contract start date and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

- 4. Primary Contacts:** The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

| | |
|-------------------|--|
| Name: | Natalia Welch, Sunbelt Rentals, Inc. |
| Address: | 2341 Deerfield Drive, Fort Mill, SC 29715 Attn: Contract Team |
| Telephone: | 912-237-0870 |
| Email: | natalia.welch@sunbeltrentals.com / copy to: contractteam@sunbeltrentals.com |

[PORTFOLIO]

Led by the **State of Vermont**

PARTICIPATING ENTITY:

| | |
|-------------------|--|
| Name: | STATE OF WEST VIRGINIA, W. Michael Sheets, Director of Purchasing Division |
| Address: | 2019 Washington Street East, Charleston, WV 25305 |
| Telephone: | 304-558-2306 |
| Email: | william.m.sheets@wv.gov |

Participating Entity Modifications and Additions to the Master Agreement

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

- ~~A. **VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State Law.~~
- B. The terms contained in the Federal Funds Contract Clause Document attached hereto as Exhibit A.**
- C. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- D. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- E. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

[PORTFOLIO]

Led by the **State of Vermont**

F. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 Million Dollars, the vendor must submit to the Purchasing Division a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this Participating Addendum or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

G. REPORTS: The Contractor shall provide to the State of West Virginia's primary contact person quarterly utilization reports containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

- a. Ordering Entity;
- b. Purchase order number;
- c. Description;
- d. Quantity;
- e. Price.

These reports must be provided in Excel format and sent via email on a quarterly basis as follows:

| <u>PERIOD END</u> | <u>REPORT DUE</u> |
|-------------------|-------------------|
| December 31 | January 31 |
| March 31 | April 30 |
| June 30 | July 31 |
| September 30 | October 31 |

The contract number **CMA 0212 EQRENT22B** must be included on all Quarterly Sales Reports. Any quarter with zero sales must be reported as zero sales.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

H. INTEREST AND PENALTIES: Any language imposing any interest or charges due to late payment is deleted.

5. **Lease Agreements:** Leasing of Equipment is not authorized for agencies of the State of West Virginia, but county, municipal, and other local political subdivisions are not prohibited from doing so, provided that the county, municipal, and other local political subdivisions have the authority to do so.

[PORTFOLIO]

Led by the **State of Vermont**

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6. **Subcontractors:** All contractors, dealers, and resellers authorized to provide sales and service support in the State of **West Virginia**, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
7. **Orders:** Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

Vendor shall provide the WV Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

8. **Administrative Fees:** Effective May 15, 2022, the Contractor agrees to pay to the WV Purchasing Division by check, an Administrative Fee of One (1) Percent (1.00% or .01) no later than sixty (60) days following the end of each calendar quarter for purchases made by Purchasing Entities within the jurisdiction of the **State of West Virginia**.

The administrative fee shall not be included as an adjustment to Contractor's Master Agreement Pricing and shall not be invoiced or charged to the ordering agency. The Administrative Fee shall be submitted quarterly and is based on the gross amount of all sales made by Purchasing Entities within the jurisdiction of the State of West Virginia under the **West Virginia Contract No. CMA 0212 EQRENT22B**. Contractor will only pay the administration fee on invoices that have been paid by Purchasing Entities. No fee will be due if payment is not received by Contractor.

Payment shall be made by check payable to the "**WV Purchasing Division**". The contract number **CMA 0212 EQRENT22B** must be included on all payments.

Remit Checks To: WV Purchasing Division
 2019 Washington Street, East
 Charleston, WV 25305
 Attn: Purchasing Director

NASPO ValuePoint
PARTICIPATING ADDENDUM



[PORTFOLIO]

Led by the **State of Vermont**

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

PARTICIPATING ENTITY

CONTRACTOR

| | |
|---|--|
| Signature:  | Signature:  |
| Name: William M. Sheets | Name: Becky Casella |
| Title: Director of Purchasing | Title: Customer Contract Manager |
| Date: 05/13/22 | Date: November 8, 2021 |

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at ccc@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

EXHIBIT_A

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a State. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. PROCUREMENT OF RECOVERED MATERIALS:

(2 C.F.R. § 200.323)

a. The State and Vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

6. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

7. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

8. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. CLEAN AIR ACT

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

12. DEBARMENT AND SUSPENSION

(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

13. BYRD ANTI-LOBBYING AMENDMENT

(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

14. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

EXHIBIT_A

- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

By: Mark Atkins

Printed Name: Mark Atkins

Title: Buyer Supervisor

Date: 04/25/2022

Vendor Name: Sunbelt Rentals, Inc.

By: Becky Casella

Printed Name: Becky Casella

Title: Customer Contract Manager

Date: November 12, 2021

EXHIBIT_A

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

EXHIBIT_A

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|-----------------------------------|
| West Virginia Code of State Rules |
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| Title 148. Department of Administration |
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|---------------------------|
| Legislative Rule (Ser. 1) |
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|----------------------|
| Series 1. Purchasing |
|----------------------|

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

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the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

EXHIBIT_A

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

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5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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Government Works.

EXHIBIT_A

EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

☒ – Not Applicable Because Contract Not for Construction

☐ – Federal Prevailing Wage Determination on Next Page

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Department of Buildings & General Services, Office of Purchasing & Contracting (hereinafter called "State"), and Sunbelt Rentals, Inc., with a principal place of business in Fort Mill, SC, (hereinafter called "Contractor"). Contractor's form of business organization is Corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is services generally on the subject of Equipment Rental Service. Detailed services to be provided by Contractor are described in Attachment A (which consists of, in total, Attachments A-1, A-2, and A-3).
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,000,000.00.
4. **Contract Term.** The period of Contractor's performance shall begin on March 17, 2021 and end on March 16, 2023, with the State having the option for three one-year renewals.
5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
8. **Attachments.** This contract consists of 33 pages including the following attachments which are incorporated herein:

| | |
|------------------|---|
| Attachment A-1 - | Statement of Work |
| Attachment A-2 - | Supplemental Term Sheet |
| Attachment A-3 | Equipment Types and Rates |
| Attachment B - | Payment Provisions |
| Attachment C - | "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017) |
| Attachment D - | NASPO Value Point Master Agreement Terms & Conditions |
| Attachment E - | Other Provisions |

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment E - Other Provisions
- (3) Attachment C (Standard State Provisions for Contracts and Grants)
- (4) Attachment D (NASPO Value Point Master Agreement Terms & Conditions)
- (5) Attachment A-1 A-2, and A-3
- (6) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: _____

Signature: E-SIGNED by Jennifer Fitch
on 2021-04-09 19:08:46 GMT

Name: Jennifer Fitch - Commissioner

Title: Buildings & General Services

By the Contractor:
SUNBELT RENTALS, INC.

Date: 04/08/2021

Signature: 

Name: Kimberly Quirk

Title: Customer Contract Manager

ATTACHMENT A-1 – STATEMENT OF WORK

The Contractor shall provide Equipment Rental Service, in accordance with the following:

1. Standard Increments of Rental Intervals:

- 1.1. The monthly rental rate shall be based on 28 days, representing four whole weeks.
- 1.2. The weekly rental rate, per item, shall be based on a 5-day, 8-hour day.
- 1.3. The daily rental rate shall be based on an 8-hour day.
- 1.4. 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. The weekly rate will be charged once accumulated daily rates meet or exceed the week rate. The 4 week rate will be charged once accumulated weekly rates meet or exceed the 4 week rate. Contractor does not rent in less than full-day increments.
- 1.5. Rental rates shall be charged based on the actual rental commencement date.
- 1.6 The rental rates for the Equipment's are for "one shift," being not more than 8 hours per day and 40 hours per week unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Shift Rates apply to all generators and certain other equipment with hour meters. During a Declared State of Emergency, or a pending or existing disaster or catastrophe, natural (i.e. hurricane, tornado, flood, etc.) all diesel generators and pumps rented will be billed based on a one week minimum Rental Period at triple shift rates. This one week minimum rental at triple shift rates will not affect Equipment already on rent to Customer.
- 1.6. For equipment picked up at a rental facility, rental starts when equipment leaves yard and ends when the equipment is returned to rental facility.
- 1.7. For equipment being delivered to a job location, the rental period begins at the time of delivery and ends when the Purchasing Entity notifies Contractor that the rented equipment is no longer in use, and is ready for pick-up. Contractor failure to pick up the equipment, with proper notification, shall not result in an additional charge to the Purchasing Entity, nor holds the Purchasing Entity responsible for any damages that may occur, provided the equipment is accessible and at the designated location.
- 1.8. Rental rates do not accrue during equipment downtime unless damage is caused wholly or primarily by the Purchasing Entity.

2. Required Conditions of and at Delivery:

- 2.1. Contractors shall be responsible for any repairs relating to the equipment except those proven to be caused by the Purchasing Entity.
- 2.2. Contractors 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.
- 2.3. All equipment must be in good working order and clean condition when picked up or delivered. If the equipment is not what the Purchasing Entity requested, or not mechanically and/or cosmetically sound, the Purchasing Entity 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. The documentation of the refusal is to be copied to the Purchasing Entity and the Contractor. Any charges incurred due to the rejected delivery will be the full responsibility of the Contractor.
- 2.4. Equipment shall come fully fueled and lubricated and be ready for use at the time of pick-up or delivery. The Purchasing Entity will be responsible for fueling and maintaining the equipment during the rental period and prior to pick-up or delivery back to the bidder. The Purchasing Entity is responsible for providing the

equipment back to the Contractor in as same as condition when received, less ordinary wear and tear, at the end of the rental period.

2.5. Contractor shall replace any parts, in the event of mechanical failure. The Purchasing Entity will immediately notify the Contractor of the mechanical failure, and the Contractor shall respond within two (2) hours with the actions to remedy the situation. The Contractor must notify the Purchasing Entity 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 equipment is provided, the Contractor shall not invoice the Purchasing Entity at a different rental price than what is already established.

2.6. Pre-Delivery Inspection: All equipment must be delivered having had the proper inspection and maintenance checks including verifying that all equipment, gauges, etc., are in operational order and ready for immediate use by the Purchasing Entity. The Contractor must perform their own inspections per the manufacturer's instructions, or to subcontract the inspections. 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 having had proper inspections and completed maintenance will not be accepted.

3. Pricing of Equipment Rentals

3.1. Equipment Types and Rates are set forth in Attachment A-3.

- a. Rental rates are not subject to availability
- b. Rental rates shall remain firm and are not subject to change due to job conditions.
- c. No additional charges may apply for setup and training

3.2. Prices must remain firm for the first year of the contract period. After the first year of the contract period, and every renewal period thereafter, the Contractor may request a price adjustment consistent with and relative to price changes originating with the manufacturer and/or the market trends. The new pricing methodology must be sent with the request for adjustment to the Lead State. Requests for such an adjustment must be fully documented and, if approved, shall be firm until the next annual anniversary date of the contract. The State reserves the right to reject any requested price adjustments if deemed excessive.

3.3. To request a price adjustment, Contractor must submit a request within thirty (30) days of the annual anniversary date of the contract. If approved, price adjustments shall become effective ten (10) days after the approval. Retroactive adjustments shall not be allowed. Any purchase orders issued by any Purchasing Entity, prior to the effective date will be honored by Contractor at the price in effect at the time of the issuance of the purchase order.

3.4. Allowable charges will include the actual cost of any permits necessitated by product dimension or excess weight (i.e. transportation pricing).

4. Roles and Responsibilities in relation to Equipment used for Erosion and Sediment Control, and Shoring:

4.1. This Agreement does not include, and Sunbelt has no responsibility hereunder regarding, the unloading or loading of the Equipment from or onto trucks at the job site, or the assembly, installation, removal or dismantling of the Equipment. For that type of equipment, the user acknowledges and agrees that user will be solely responsible for the assembly, installation, maintenance, use, removal and dismantling of the Equipment in conformity with industry-standard safe practice and as detailed in the job-specific drawings and/or printed instructions issued by Sunbelt to the user. The user also acknowledges and agrees that the user will assemble, install, maintain, use, remove and dismantle the Equipment in compliance with the requirements of all laws and all federal, state and local codes, ordinances and regulations. The user acknowledges that Sunbelt has not and will not seek or obtain permitting that may be required under any federal, state and local codes, ordinances

and regulations. In order to assure proper fit, safety and compliance with the foregoing requirements, the user shall not intermingle, connect or use the Equipment with components not specifically supplied by Sunbelt under this Agreement (except as specifically necessary for the installation of the Equipment). The Equipment may not be moved from one job to another, nor may the Equipment be loaned or leased to any third party without Sunbelt's express written consent.

4.2. If Sunbelt provides the services of a technician as an advisor at the job site, the technician's role is limited to providing to the user's specifically-designated representative assistance regarding the safe and proper assembly, installation and use of the Equipment, using the instructions provided with the Equipment and any job-specific design drawings issued by Sunbelt; the technician's assistance may not be substituted for the user's own expertise (and/or the expertise provided by any third party) concerning the safe and proper assembly, installation, maintenance, use, removal and dismantling of the Equipment and, accordingly, the user is solely responsible for the safe and proper assembly, installation, use, removal and dismantling of the Equipment notwithstanding any services provided by such technician.

4.3. Sunbelt must be notified immediately, in writing, prior to any change in work, extra work, or change in job or site circumstances that may potentially involve changes in the intended use of the Equipment or any deviation from the job-specific design drawings issued by Sunbelt. The user agrees not to effect any change as described in this paragraph without first obtaining Sunbelt's express written consent. Sunbelt is not responsible (for damages or otherwise) for the user's breach of or failure to adhere to any the foregoing.

4.4. Ownership of, and all rights with respect to, the Equipment and any additional goods or services provided by Sunbelt hereunder, including all creative ideas incorporated therein, all preliminary materials, sketches, layouts, tooling, molds, dies, negatives, photographs, designs, blueprints or specifications relating thereto is vested exclusively in Sunbelt, and the foregoing and any information derived therefrom or otherwise communicated by Sunbelt to Customer shall be regarded as strictly confidential and shall not, without the written consent of Sunbelt, be provided to or disclosed to any third party (except solely for purposes of the assembly, installation, maintenance, use, removal and dismantling of the Equipment, and such third-party shall be deemed subject to the foregoing confidentiality restrictions); provided, however, that the foregoing shall not apply to plans, drawings, designs and specifications supplied by Customer to Sunbelt. Regarding any engineering or other drawings provided to the user by Sunbelt, any use of the said drawings by any party which is inconsistent with the terms and conditions of this Agreement is expressly prohibited. Sunbelt expressly reserves its copyright and all intellectual property and other rights in the drawings. No portion of the drawings are to be reproduced, changed or otherwise used in any form or manner whatsoever which is inconsistent with this Agreement nor are they to be deemed assigned to any person or entity without obtaining the express prior written permission and consent of Sunbelt.

4.5. Sunbelt warrants only that the Equipment and any job-specific design drawings issued by Sunbelt hereunder shall be substantially in accordance with the site conditions descriptions, specifications or set of specifications that the user (or any third party on user's behalf) supplied to Sunbelt regarding the intended use of the Equipment. The user acknowledges that Sunbelt expressly disclaims any warranty, and shall not be liable for, and Customer assumes all risk of, inaccurate or unsuitable specifications, site conditions or information provided, selected or designated by the user or any third party. Sunbelt will furnish replacement parts or repair any parts that prove to be defective when used under normal conditions and service and in accordance with this Agreement (including any drawings and/or printed instructions issued by Sunbelt in connection herewith).

ATTACHMENT A-2
SUMMARY TERM SHEET

(may be provided at time of specific rentals)

This Summary Term Sheet is a part of an overall larger contract. The larger contract consists of a State of Vermont Master Contract that also includes terms and conditions from the National Association of State Procurement Officials (NASPO). For and in jurisdictions other than the State of Vermont, the documents defining the contract also include a 'Participating Addendum' by which each such other jurisdiction joins in the contract, and may define additional terms within its jurisdiction.

This Summary Term Sheet defines and highlights certain terms, options, and obligations that are particularly relevant at the time that a specific piece of equipment is rented.

Contractor may, at its option, provide a copy of this Summary Term Sheet to the entity and individual renting equipment, at time of rental, and this Summary Term Sheet will be used to document whether or not the entity and individual renting the equipment opt to participate in the Rental Protection Program.

Contractor may not modify this Summary Term Sheet without prior written consent of the State of Vermont and NASPO, and, additionally, nor may Contractor use an alternate document to serve purposes of the same sort served by this Summary Term Sheet.

1. **Permitted Use; Responsibility for and custody of equipment during rental:** When taking delivery and custody of rented equipment, the entity and individual taking delivery of and using the equipment (hereinbelow, "Customer") acknowledge:

Customer, and not contractor, have sole control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits to use the Equipment.

Prior to each use, Customer will, to best of customer's reasonably ability, inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is reasonably suitable for Customer's intended use;

Any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests the applicable waiver, Customer authorizes Contractor to leave the Equipment at the Site Address without requirement of written receipt);

Customer shall immediately notify Contractor if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs. Incident is any fine, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with, the Equipment.;

Customer has received from Contractor information needed or requested regarding the operation of the Equipment;

Contractor is not responsible for providing operator or other training unless Customer specifically requests in writing and Contractor agrees to provide such training which may be at an additional fee (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use);

Only authorized individuals shall use and operate the Equipment ("authorized individuals" being those who are properly trained to use the Equipment and who are not under the influence of drugs or alcohol or otherwise impaired);

Customer shall use the Equipment's in a careful manner, in compliance with all operational and safety instructions provided on, in or with the Equipment and all Federal, State and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h)

The Equipment shall be kept in a secure location.

Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety instructions; (b) assign its rights under this Agreement; (c) move the Equipment from the Site Address without Sunbelt's written consent; or (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic) nor allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

2. Selection/Suitability of Particular Rental Equipment for Particular Customer Task

Provided and so long as Contractor delivers the Equipment, of type rented by Customer, in good and serviceable working condition, Customer is solely responsible for having selected type and scale of Equipment to perform Customer's intended task(s).

3. Maintenance, Repair:

Before commencing use of the equipment, and at reasonable intervals during the use of the equipment, Customer will inspect fuel and oil levels, and conduct routine visual inspections of grease, filters, cooling system, water, batteries, cutting edges, and perform routine cleaning.

Customer may fuel the equipment.

With the exception of Customer fueling the equipment, Customer shall submit a request to Contractor for a service call a) if upon visual inspection a need for service is required, or b) any other maintenance or repairs are required.

During the period of time that the equipment is rented and in the custody of Customer, Contractor has no responsibility to inspect or perform any maintenance or repairs unless Customer requests a service call.

Ordinary Wear and Tear is not the responsibility of the Customer. Damage to equipment or unusual wear and tear specifically attributable to negligent or willfully improper Customer action or inaction in using the equipment may subject Customer to the full actual cost of repairs and rental of the Equipment until the repairs are completed; however, not to exceed ten (10) business days.

4. Fueling (APPLIES ONLY TO EQUIPMENT REQUIRING FUEL):

Contractor is responsible for delivering the equipment with a full fuel tank.

When Customer takes delivery, Customer should observe the fuel level, and, if fuel is less than full, contact Contractor to indicate if the fuel is less than full at time of delivery. Absent such notification by Customer, the fuel will be presumed to be full at delivery.

During Customer's use during the rental period, Customer is responsible for refueling the equipment in sufficient amounts to keep the equipment operating and operable.

To assure that the fuel is full at time of return, Customer has two options:

(a) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge, which will be calculated by multiplying gallons required to refill tank with fuel to level when received, by a price per gallon that shall not exceed 120% of the published AAA rate for that same fuel type. Reference Website for Fuel Pricing:

<http://fuelgaugereport.aaa.com/?redirectto=http://fuelgaugereport.opisnet.com/index.asp>)

(b) Return Full Option – if Customer returns the Equipment with at least as much fuel as when it was received (most Contractor Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed.

The cost of Customer refueling Equipment itself will generally be lower than the Prepay ("No Sweat") Fuel Option or the Pay on Return Option; however, these options each allow for the convenience of not refueling.

5. Return, and Arranging Return, of Equipment:

Customer must contact Contractor to request pickup of Equipment, retain the Pick Up Number given by Contractor and will be responsible for Equipment until actually retrieved by Contractor.

6. Optional Rental Protection Plan ("RPP"). Upon execution of Contractor's Rental Out ticket, Customer may choose to either reject or participate in Contractor's RPP program as detailed below:

- a. Customer's repair or replacement responsibility, as provided for herein, is modified by the RPP and Contractor shall limit the amount that Contractor collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of equipment: (a) 10% of the MSLP for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Contractor or, Lost Equipment is replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions are satisfied and an Exclusion does not apply. The RPP is NOT INSURANCE and does NOT protect customer from liability to Contractor or others arising out of possession or operation of the equipment, including injury or damage to persons or property. THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.
- b. All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reductions to apply: (A) Customer accepts the RPP in advance of the rental; (B) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (C) Customer fully complies with the terms of this Contract; (D) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (E) none of the Exclusions apply.
- c. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Contractor for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Contractor); (C) due to Acts of God, such as floods, wind, storms or earthquakes ; and (D) accessories, or Equipment for which Customer is not charged the RPP fee. THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP.
- d. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Contractor retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered.
- e. Contractor shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Contractor all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Contractor whatever documents are required and take all other necessary steps to secure in Contractor such rights at Customer expense.
- f. Note: Trucks (Category 111) are specifically excluded from this program.

ATTACHMENT A-3
EQUIPMENT TYPES AND RATES

Rates shall be as posted on the NASPO ValuePoint website

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Contractor shall submit invoicing to the ordering institution or agency and shall specify the address to which payment will be sent and shall include:
 - a. A numbered invoice
 - b. Contract number that the invoice is to be paid from
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as set forth in Attachment A-3.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured: The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change: There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents:
 - (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

Attachment D

NASPO Value Point Master Agreement Terms & Conditions



NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA") and, in the case of Orders by the State of Vermont, Attachment 20.2;
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Detailed Requirements in Section 2 of the RFP;
- (5) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the cooperative contracting arm of the National Association of State Procurement Officials (NASPO), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Product means any rental equipment, documentation, service or other deliverable supplied by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

- a. The initial term of this Master Agreement is for One (1) year. This Master Agreement may be extended beyond the original contract period for Three (3) additional 12-month at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

- b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

- a. Transactions occurring in Hawaii, Alaska, Puerto Rico, or internationally will require additional negotiation when entering into a Participating Agreement and at the time of rental, and may differ in price and terms of delivery.
- b. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- c. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

NASPO and NASPO ValuePoint are not parties to the Master Agreement.

- e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope;

Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

- f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.
 - a. **Resale.** “Resale” means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor’s proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables).

6. Administrative Fees

- a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.
<http://calculator.naspovaluepoint.org>
- b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all rental volume (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda. Rental Volume shall mean rental revenue for Equipment rented, and Contractor labor charges and paid by Independent Contractor to Contractor within 60 days of the due date; provided however, Rental Volume shall exclude re-rental revenue and amounts, retail sales of Equipment or merchandise, transportation, fuel, repair charges, damage charges, parts, taxes, surcharges, Rental Purchase Options, Rental Protection Plan, or any full service scaffolding or labor projects.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

- a. **Summary Rental Data.** The Contractor shall submit quarterly rental reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting

Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all rentals made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

- b. Detailed Rental Data. Contractor shall also report detailed rentals data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. rental order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed rental data reports shall include rental information for all rentals under Participating Addenda executed under this Master Agreement. The format for the detailed rental data report is in shown in Attachment 22.11.
- c. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.
- c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

- d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if bidder fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.
- g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-part contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

9. NASPO ValuePoint eMarket Center

- a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO

ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

- b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.
- c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment is governed by sections 2.16 and 2.17 of the RFP. No retroactive adjustments to prices or rates will be allowed.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

- b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The rates (on a day, week or 4-week basis) or other pricing elements consistent with this Master Agreement;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity’s purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Delivery

Delivery requirements are specified in section 20.5 of the RFP.

Risk of loss shall pass to the member at the destination point or after installation by authorized dealer/representative. The risk of loss of the goods shall not pass to a given member until receipt and acceptance of the goods at the point of delivery and or installation. Section 14 will not be interpreted to limit Contractor's insurance, liability, or indemnity obligations as set forth elsewhere in this Master Agreement.

This agreement is a true lease. The title to rented equipment shall remain the property of the Supplier and shall not be affixed to any Member property.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance

- a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.
- b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.
- d. The warranty period shall begin upon Acceptance.

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a

Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. [RESERVED]

19. [RESERVED]

20. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

General Provisions

21. Insurance

- a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:
 - (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), contractual liability, advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate (such coverage will include a self-insured retention of \$1.5 Million);
 - (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within thirty (30) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum,

other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

- e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

22. Records Administration and Audit

- a. The Contractor shall maintain all records pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. Confidentiality, Non-Disclosure, and Injunctive Relief

- a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall

be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

- b. **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.
- c. **Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- d. **Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- e. **The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section**

23. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Assignment/Subcontracts

- a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO, NASPO ValuePoint, and other third parties.

26. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by the lead state upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 60 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement. Notwithstanding the foregoing, Contractor will be compensated for a) any and all rental fees incurred and/or b) any damage to or loss of the rental equipment during any such Force Majeure event in which the equipment is in Participating Entity's care, custody or control, to the extent that Purchasing Entity's use of rental equipment is not otherwise prevented by a Force Majeure event.

30. Defaults and Remedies

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
 - (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this Master Agreement; or
 - (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
 - (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - (5) Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
 - (1) Exercise any remedy provided by law; and
 - (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
 - (3) Impose liquidated damages as provided in this Master Agreement; and
 - (4) Suspend Contractor from being able to respond to future bid solicitations; and
 - (5) Suspend Contractor's performance; and
 - (6) Withhold payment until the default is remedied.
- d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as

described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. Indemnification

- a. Indemnification – General. To the extent of Contractor's negligence or willful misconduct, the Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.
- b. Indemnification – Intellectual Property. To the extent of Contractor's negligence or willful misconduct, the Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

- (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. Governing Law and Venue

- a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

- b. Unless otherwise specified in the Master Agreement, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

36. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

ATTACHMENT E – OTHER PROVISIONS

Attachment C, Section 7, is hereby amended by:

Adding the following phrase at the beginning of the first sentence of the first paragraph; :

To the extent of the party's negligence

and also

Adding the following phrase at the end of the last sentence of the last paragraph:

beyond that contained in this paragraph 7

Other than those two additions, the remainder of Section 7, and Attachment C remain unchanged

- End of Page -

Attachment 20.6
Tab-A US Equipment Rental Zones

| Zone | State Groupings |
|------|------------------------|
| 1 | OR, WA |
| 2 | ID, MT |
| 3 | CA, NV |
| 4 | CO,UT, WY |
| 5 | MN, WI |
| 6 | ND, SD |
| 7 | AR, LA, MS |
| 8 | IA, KS, MO. NE |
| 9 | OK, TX |
| 10 | IL, IN, MN, OH |
| 11 | KY |
| 12 | TN |
| 13 | AL, FL, GA |
| 14 | NC, SC |
| 15 | CT, MA, ME, NH, VT, RI |
| 16 | NJ, NY |
| 17 | DC, DE, MD, PA, VA, WV |
| 18 | AK |
| 19 | HI |

Tab -D Price Sheet Zone 17

| Tab -D Price Sheet Zone 17 | | | | | | SB REGIONS >>>>>> | | | 2 | | | |
|-------------------------------|-------------------|--|------|-------|------|---------------------|-----|-----|---------------------------|----------------------------------|-------------------------------|-------|
| | | | | | | RENTAL ZONES >>>>>> | | | 17 | | | |
| | | | | | | LEASE PERIOD >>>>> | | | Pickup & Delivery Charges | Site Delivery Emergency Response | Site Delivery Normal Response | Daily |
| Category of Equipment | Sunbelt Cat-Class | Sunbelt Description | MAKE | MODEL | SIZE | | | | | | | |
| Aerial Work Platforms | | | | | | | | | | | | |
| Electric Scissor Lift 24-26' | 007-0011 | 25-26' ELECT SCISSOR NARROW | | | | | | | | | | |
| Electric Scissor Lift 30-35' | 007-0029 | 30-33' ELECTRIC SCISSOR NARROW | | | | N/A | N/A | N/A | \$ 145.00 | \$ 315.00 | \$ 640.00 | |
| Articulating Boom 30' | 058-0300 | 30' ART ELECT MANLIFT NARROW JIB | | | | N/A | N/A | N/A | \$ 200.00 | \$ 435.00 | \$ 860.00 | |
| Articulating Boom 45' | 058-0435 | 40' ART ELECT MANLIFT NARROW JIB | | | | N/A | N/A | N/A | \$ 315.00 | \$ 710.00 | \$ 1,880.00 | |
| Straight Boom 45-47' | 058-0426 | 40' STR MANLIFT W/JIB | | | | N/A | N/A | N/A | \$ 310.00 | \$ 770.00 | \$ 1,830.00 | |
| Straight Boom 40-42' | 058-0424 | 40' STR MANLIFT | | | | N/A | N/A | N/A | \$ 300.00 | \$ 715.00 | \$ 1,590.00 | |
| Air Compressors and Air Tools | | | | | | | | | | | | |
| Compressor 175-195 cfm | 001-0030 | 185CFM 125PSI DIESEL AIR COMPRESSOR | | | | N/A | N/A | N/A | \$ 110.00 | \$ 285.00 | \$ 655.00 | |
| Compressor 350-450 cfm | 001-0060 | 375CFM 150PSI DIESEL AIR COMPRESSOR | | | | N/A | N/A | N/A | \$ 265.00 | \$ 620.00 | \$ 1,570.00 | |
| Pavement Breaker 30 lbs | 002-0015 | 35 LB AIR HAMMER | | | | N/A | N/A | N/A | \$ 44.00 | \$ 89.00 | \$ 260.00 | |
| Pavement Breaker 60 lbs | 002-0020 | 65 LB AIR HAMMER | | | | N/A | N/A | N/A | \$ 53.00 | \$ 105.00 | \$ 310.00 | |
| Rock Drill 10-19 lbs | 002-0029 | 15LB AIR ROCK DRILL | | | | N/A | N/A | N/A | \$ 65.00 | \$ 130.00 | \$ 390.00 | |
| Rock Drill 30-39 lbs | 002-0031 | 35LB AIR ROCK DRILL | | | | N/A | N/A | N/A | \$ 51.00 | \$ 145.00 | \$ 300.00 | |
| Air Handlers and Chillers | | | | | | | | | | | | |
| Air Dryer, 200 cfm | | | | | | N/A | N/A | N/A | N/A | N/A | N/A | |
| Air Dryer, 251-500 cfm | 105-0003 | 385CFM DESICCANT 110V DEHUMIDIFIER 22AMP | | | | N/A | N/A | N/A | \$ 225.00 | \$ 1,487.00 | \$ 4,200.00 | |
| Air Chiller, 30 Ton | 109-1030 | 30 TON SCROLL CHILLER | | | | N/A | N/A | N/A | \$ 349.00 | \$ 867.00 | \$ 2,550.00 | |
| Air Chiller, 60 Ton | 109-1056 | 56 TON SCROLL CHILLER | | | | N/A | N/A | N/A | \$ 652.00 | \$ 1,632.00 | \$ 4,800.00 | |
| Spot Cooler, 1-1.5 ton | 107-2018 | 1T PORTABLE HEAT PUMP/AC/DEHU | | | | N/A | N/A | N/A | \$ 100.00 | \$ 200.00 | \$ 550.00 | |
| Spot Cooler, 2 Ton | 107-0126 | 2T OFFICE PORTABLE AC/DEHU 230V | | | | N/A | N/A | N/A | \$ 125.00 | \$ 250.00 | \$ 750.00 | |
| Duct, 10" x 25' | 150-0100 | 10" X 25' DUCT | | | | N/A | N/A | N/A | \$ 10.00 | \$ 20.00 | \$ 30.00 | |
| Duct, 12" x 25' | 150-0107 | 12" X 25' DUCT | | | | N/A | N/A | N/A | \$ 10.00 | \$ 20.00 | \$ 30.00 | |

Tab -D Price Sheet Zone 17

| Tab -D Price Sheet Zone 17 | | | | | | SB REGIONS >>>>>> | | | 2 | | |
|---|-------------------|---|------|-------|------|---------------------|-----|-----|---------------------------|----------------------------------|-------------------------------|
| | | | | | | RENTAL ZONES >>>>>> | | | 17 | | |
| | | | | | | LEASE PERIOD >>>>> | | | Pickup & Delivery Charges | Site Delivery Emergency Response | Site Delivery Normal Response |
| Category of Equipment | Sunbelt Cat-Class | Sunbelt Description | MAKE | MODEL | SIZE | | | | | | |
| Arrow Boards and Traffic Control | | | | | | | | | | | |
| Arrow Board, Solar | 013-0005 | SOLAR ARROW BOARD | | | | N/A | N/A | N/A | \$ 69.00 | \$ 175.00 | \$ 410.00 |
| Arrow Board with Attenuator | | | | | | N/A | N/A | N/A | N/A | N/A | N/A |
| Message Board, Solar | 013-0010 | MESSAGE BOARD LED | | | | N/A | N/A | N/A | \$ 205.00 | \$ 415.00 | \$ 1,220.00 |
| Compaction, Tampers, Rollers, Rammers | | | | | | | | | | | |
| Rammer, Small, 1200-2399lbs. Impact | 064-0110 | JUMPING JACK TAMPER 115-130LB CLASS | | | | N/A | N/A | N/A | \$ 85.00 | \$ 170.00 | \$ 510.00 |
| Rammer, Medium, 2400-2800 lbs. Impact | 064-0120 | JUMPING JACK TAMPER 135-165LB CLASS | | | | N/A | N/A | N/A | \$ 80.00 | \$ 200.00 | \$ 485.00 |
| Vibratory Plate Compactor, Small 5000-7500 lbs. | 064-0210 | PLATE TAMPER 140LB CLASS 14" WIDE | | | | N/A | N/A | N/A | \$ 90.00 | \$ 260.00 | \$ 535.00 |
| Vibratory Plate Compactor, Medium, 11,000 lbs. | 064-0220 | PLATE TAMPER 200LB CLASS 19.5" WIDE | | | | N/A | N/A | N/A | \$ 78.00 | \$ 190.00 | \$ 465.00 |
| Roller, Double Drum Smooth, Small 1-2 Tons | 022-0120 | 36" DOUBLE DRUM RIDE-ON ROLLER | | | | N/A | N/A | N/A | \$ 205.00 | \$ 470.00 | \$ 1,220.00 |
| Roller, Double Drum Smooth, Large 2.5-5 Tons | 022-0140 | 47" DOUBLE DRUM RIDE-ON ROLLER DIESEL | | | | N/A | N/A | N/A | \$ 290.00 | \$ 675.00 | \$ 1,730.00 |
| Vibratory Roller, Single Drum Smooth, 40-49" | 022-0220 | 48" SMOOTH DRUM RIDE-ON ROLLER DIESEL | | | | N/A | N/A | N/A | \$ 265.00 | \$ 530.00 | \$ 1,590.00 |
| Vibratory Roller, Single Drum Smooth, 50-56" | 022-0240 | 54" SMOOTH DRUM RIDE-ON ROLLER DIESEL | | | | N/A | N/A | N/A | \$ 340.00 | \$ 820.00 | \$ 2,030.00 |
| Walk-behind Roller, Double Drum Smooth, 18-29" | 064-0320 | ROLLER DOUBLE DRUM WALK BEHIND 26" WIDE | | | | N/A | N/A | N/A | \$ 130.00 | \$ 225.00 | \$ 680.00 |
| Concrete & Masonry Tools | | | | | | | | | | | |
| Air Chipping Gun Chisel 2" | 002-0005 | 15 LB AIR HAMMER | | | | N/A | N/A | N/A | \$ 40.00 | \$ 80.00 | \$ 240.00 |
| Breaker Bar 1/2" | 151-0030 | BREAKER BAR 1/2" | | | | N/A | N/A | N/A | \$ 1.00 | \$ 1.00 | \$ 3.00 |
| Breaker Bar 3/4" | 151-0040 | BREAKER BAR 3/4" | | | | N/A | N/A | N/A | \$ 1.00 | \$ 1.00 | \$ 3.00 |
| Drill Steel, 24" | 150-1630 | STEEL, ROCK DRILL 2' | | | | N/A | N/A | N/A | N/A | N/A | N/A |
| Drill Steel, 48" | 150-1638 | STEEL, ROCK DRILL 4' | | | | N/A | N/A | N/A | N/A | N/A | N/A |
| Air Hose, 3/4" x 50' | 150-0025 | 3/4" X 50' AIR COMPRESSOR HOSE | | | | N/A | N/A | N/A | \$ 10.00 | \$ 22.00 | \$ 54.00 |
| Air Hose, 1/2" x 50' | 150-0022 | AIR HOSE 1/4" X 50' SECTION | | | | N/A | N/A | N/A | \$ 1.00 | \$ 2.00 | \$ 7.00 |

Tab -D Price Sheet Zone 17

| SB REGIONS >>>>>>> | | | | | | 2 | | | | | |
|---|-------------------|--|------|-------|------|---------------------------|----------------------------------|-------------------------------|-----------|-------------|-------------|
| RENTAL ZONES >>>>>>> | | | | | | 17 | | | | | |
| LEASE PERIOD >>>>> | | | | | | Pickup & Delivery Charges | Site Delivery Emergency Response | Site Delivery Normal Response | Daily | Weekly | Monthly |
| Category of Equipment | Sunbelt Cat-Class | Sunbelt Description | MAKE | MODEL | SIZE | | | | | | |
| Dump Trucks | | | | | | | | | | | |
| Dump Truck, 3 Yard | 111-0033 | 2-3 YARD DUMP TRUCK | | | | N/A | N/A | N/A | \$ 275.00 | \$ 595.00 | \$ 1,655.00 |
| Dump Truck, 5 Yard, Class B | 111-0035 | 5-6 YARD DUMP TRUCK | | | | N/A | N/A | N/A | \$ 360.00 | \$ 870.00 | \$ 2,155.00 |
| Dump Truck, 5 Yard, Class C | 111-0035 | 5-6 YARD DUMP TRUCK | | | | N/A | N/A | N/A | \$ 360.00 | \$ 870.00 | \$ 2,155.00 |
| Dump Truck, 10-14 Yard | 111-0037 | 10 YARD DUMP TRUCK | | | | N/A | N/A | N/A | \$ 870.00 | \$ 1,740.00 | \$ 5,225.00 |
| Earthmoving Equipment, Backhoe | | | | | | | | | | | |
| Backhoe Loader, compact, 20-29 hp 2wd | 053-0120 | 4WD MINI BACKHOE 8' DIG DEPTH | | | | N/A | N/A | N/A | \$ 270.00 | \$ 600.00 | \$ 1,610.00 |
| Backhoe Loader, 60-90 hp, 4wd | 053-0230 | 4WD STANDARD BACKHOE CANOPY | | | | N/A | N/A | N/A | \$ 285.00 | \$ 670.00 | \$ 1,705.00 |
| Earthmoving Equip, Dozer | | | | | | | | | | | |
| Dozer, crawler, 70-79 hp, standard track | 052-0120 | 70-79HP CRAWLER DOZER | | | | N/A | N/A | N/A | \$ 710.00 | \$ 1,540.00 | \$ 3,145.00 |
| Dozer, crawler, 70-79 hp, low ground pressure | 052-0130 | 70-79HP CRAWLER DOZER LGP | | | | N/A | N/A | N/A | \$ 580.00 | \$ 1,500.00 | \$ 3,485.00 |
| Earthmoving Equip, Excavators | | | | | | | | | | | |
| Excavator, 25000-35000 lb | 054-0110 | 30-34K HYDRAULIC EXCAVATOR | | | | N/A | N/A | N/A | \$ 605.00 | \$ 1,475.00 | \$ 3,325.00 |
| Excavator, 45000-50000 lb | 054-0410 | 45-49K HYDRAULIC EXCAVATOR | | | | N/A | N/A | N/A | \$ 770.00 | \$ 1,990.00 | \$ 4,585.00 |
| Excavator, Attachment, Hydraulic Thumb | 054-0940 | THUMB HYD 45,000LB EXCAVATOR | | | | N/A | N/A | N/A | \$ 5.00 | \$ 110.00 | \$ 335.00 |
| Earthmoving Equip, Mini Excavator | | | | | | | | | | | |
| Excavator, Mini, 2000-3500 lb | 035-0120 | 3,500LB MINI EXCAVATOR | | | | N/A | N/A | N/A | \$ 270.00 | \$ 580.00 | \$ 1,625.00 |
| Excavator, Mini, 6000-7500 lb | 035-0130 | 6,000LB MINI EXCAVATOR | | | | N/A | N/A | N/A | \$ 270.00 | \$ 630.00 | \$ 1,620.00 |
| Excavator, Mini, Attachment, Breaker | 005-0550 | HYDRAULIC HAMMER-6K-11K MINI EXCAVATOR | | | | N/A | N/A | N/A | \$ 275.00 | \$ 595.00 | \$ 1,640.00 |
| Earthmoving Equip, Skid Steer Loader | | | | | | | | | | | |
| Skid Steer, Loader, 1700-1899# | 048-0200 | 1000-1499LB SKIDSTEER | | | | N/A | N/A | N/A | \$ 205.00 | \$ 500.00 | \$ 1,105.00 |
| Skid Steer, Loader, 1900-2000# | 048-0510 | 1500-2100LB TRACK SKIDSTEER | | | | N/A | N/A | N/A | \$ 315.00 | \$ 790.00 | \$ 1,885.00 |
| Skid Steer Attachment, Sweeper/Broom | 049-0003 | SWEEPER/BROOM | | | | N/A | N/A | N/A | \$ 105.00 | \$ 205.00 | \$ 610.00 |
| Skid Steer Attachment, Fork | 049-0002 | PALLET FORKS - LARGE SKID | | | | N/A | N/A | N/A | \$ 55.00 | \$ 125.00 | \$ 325.00 |
| Skid Steer Attachment, Bush Hog/Brush Cutter | 049-0050 | BUSH HOG/BRUSH CUTTER 4" CUT | | | | N/A | N/A | N/A | \$ 180.00 | \$ 410.00 | \$ 1,080.00 |
| Skid Steer Attachment, Mini Ex Auger | 049-0006 | SKIDSTEER / MINI EX AUGER ATTACHMENT | | | | N/A | N/A | N/A | \$ 90.00 | \$ 225.00 | \$ 540.00 |
| Earthmoving Equip, Track Loader | | | | | | | | | | | |
| Skid Steer Track Loader, 1700-1999# | 048-0510 | 1500-2100LB TRACK SKIDSTEER | | | | N/A | N/A | N/A | \$ 315.00 | \$ 790.00 | \$ 1,885.00 |
| Skid Steer Track Loader, 2000-2399# | 048-0630 | 2100-2800LB TRACK SKIDSTEER | | | | N/A | N/A | N/A | \$ 410.00 | \$ 940.00 | \$ 2,460.00 |

Tab -D Price Sheet Zone 17

| Tab -D Price Sheet Zone 17 | | | | | | SB REGIONS >>>>>>> | | | 2 | | | | | |
|--|-------------------|--------------------------------------|------|-------|------|----------------------|--|--|---------------------------|----------------------------------|-------------------------------|-----------|-------------|-------------|
| | | | | | | RENTAL ZONES >>>>>>> | | | 17 | | | | | |
| | | | | | | LEASE PERIOD >>>>> | | | Pickup & Delivery Charges | Site Delivery Emergency Response | Site Delivery Normal Response | Daily | Weekly | Monthly |
| Category of Equipment | Sunbelt Cat-Class | Sunbelt Description | MAKE | MODEL | SIZE | | | | | | | | | |
| Earthmoving Equip, Sweeper | | | | | | | | | | | | | | |
| Sweeper, Ride On, 6' Windrow | 040-1010 | 6' STREET BROOM 3 WHEEL | | | | | | | N/A | N/A | N/A | \$ 350.00 | \$ 700.00 | \$ 1,555.00 |
| Sweeper, Ride On, 8' Windrow | 040-1020 | 8' STREET BROOM 3 WHEEL | | | | | | | N/A | N/A | N/A | \$ 315.00 | \$ 720.00 | \$ 1,870.00 |
| Earthmoving Equip, Tractors | | | | | | | | | | | | | | |
| Tractor, 35-39 hp | 050-0003 | 35-39 HP TRACTOR | | | | | | | N/A | N/A | N/A | \$ 250.00 | \$ 610.00 | \$ 1,500.00 |
| Tractor, 40-49 hp | 050-0004 | 40-49HP TRACTOR | | | | | | | N/A | N/A | N/A | \$ 310.00 | \$ 620.00 | \$ 1,855.00 |
| Tractor, Attachment, Rotary Cutter | 051-0003 | ROTARY CUTTER | | | | | | | N/A | N/A | N/A | \$ 125.00 | \$ 250.00 | \$ 755.00 |
| Earthmoving Equip, Trencher | | | | | | | | | | | | | | |
| Trencher, Walk-Behind, 11-15 hp, Tire | 037-0010 | 24" WALK BEHIND TRENCHER | | | | | | | N/A | N/A | N/A | \$ 185.00 | \$ 490.00 | \$ 1,115.00 |
| Trencher, Walk-Behind, 18-27 hp, Track | 037-0080 | 24" TRACK TRENCHER WALK BEHIND | | | | | | | N/A | N/A | N/A | \$ 215.00 | \$ 455.00 | \$ 1,270.00 |
| Trencher, Ride-On, 32-50 hp | 037-0040 | RIDE ON TRENCHER 35HP-49HP | | | | | | | N/A | N/A | N/A | \$ 320.00 | \$ 765.00 | \$ 1,900.00 |
| Earthmoving Equip, Wheel Loaders | | | | | | | | | | | | | | |
| Wheel Loader, 2.5-2.9 cy | 057-0006 | 2-3/4 - 3 YD ARTIC LOADER | | | | | | | N/A | N/A | N/A | \$ 675.00 | \$ 1,565.00 | \$ 4,045.00 |
| Wheel Loader, 3.0-3.4 cy | 057-0011 | 3 - 3-1/2 YD ARTIC LOADER | | | | | | | N/A | N/A | N/A | \$ 98.00 | \$ 195.00 | \$ 585.00 |
| Forklifts & Material Handling | | | | | | | | | | | | | | |
| Forklift WHSE 3500# Electric | 055-0130 | 3000LB IND FORKLIFT ELEC | | | | | | | N/A | N/A | N/A | \$ 385.00 | \$ 765.00 | \$ 2,295.00 |
| Forklift WHSE 5000# Pneumatic | 055-0220 | 5000LB IND FORKLIFT DF | | | | | | | N/A | N/A | N/A | \$ 210.00 | \$ 480.00 | \$ 1,225.00 |
| Forklift Rough Terrain 8000# 15-22' 2WD | 056-0135 | 8K 21' STRAIGHT MAST RT FORKLIFT 4WD | | | | | | | N/A | N/A | N/A | \$ 330.00 | \$ 875.00 | \$ 1,985.00 |
| Forklift Variable Reach 10000# 40-49' | 056-0610 | 10K 42'-48' SHOOTING BOOM FORKLIFT | | | | | | | N/A | N/A | N/A | \$ 505.00 | \$ 1,035.00 | \$ 3,015.00 |
| 34' towable art manlift | 058-0045 | 34' TOWABLE ART MANLIFT | | | | | | | N/A | N/A | N/A | \$ 285.00 | \$ 680.00 | \$ 1,710.00 |
| 30' art electric manlift | 058-0300 | 30' ART ELECT MANLIFT NARROW JIB | | | | | | | N/A | N/A | N/A | \$ 315.00 | \$ 710.00 | \$ 1,880.00 |
| 20' one man single manlift drivable | 007-0030 | 20' SINGLE MANLIFT S/P | | | | | | | N/A | N/A | N/A | \$ 145.00 | \$ 285.00 | \$ 540.00 |
| 12' one man single manlift drivable | 007-0039 | 12' SINGLE MANLIFT S/P | | | | | | | N/A | N/A | N/A | \$ 145.00 | \$ 255.00 | \$ 485.00 |
| 15' single manlift push-type push around | 007-0001 | 15' SINGLE MANLIFT PUSH-TYPE | | | | | | | N/A | N/A | N/A | \$ 135.00 | \$ 265.00 | \$ 800.00 |
| 24' single manlift push-type push around | 007-0002 | 24' SINGLE MANLIFT PUSH-TYPE | | | | | | | N/A | N/A | N/A | \$ 150.00 | \$ 350.00 | \$ 690.00 |
| 40' manlift straight boom | 058-0424 | 40' STR MANLIFT | | | | | | | N/A | N/A | N/A | \$ 290.00 | \$ 710.00 | \$ 1,585.00 |
| 60' manlift straight boom | 058-0624 | 60' STR MANLIFT | | | | | | | N/A | N/A | N/A | \$ 410.00 | \$ 985.00 | \$ 2,060.00 |

Tab -D Price Sheet Zone 17

Tab -D Price Sheet Zone 17

SB REGIONS >>>&

Tab -D Price Sheet Zone 17

| Tab -D Price Sheet Zone 17 | | | | | | SB REGIONS >>>>>>> | | | 2 | | | |
|--|-------------------|--|------|-------|------|----------------------|-----|-----|---------------------------|----------------------------------|-------------------------------|-------|
| | | | | | | RENTAL ZONES >>>>>>> | | | 17 | | | |
| | | | | | | LEASE PERIOD >>>>> | | | Pickup & Delivery Charges | Site Delivery Emergency Response | Site Delivery Normal Response | Daily |
| Category of Equipment | Sunbelt Cat-Class | Sunbelt Description | MAKE | MODEL | SIZE | | | | | | | |
| Pumps, Hoses and Accessories | | | | | | | | | | | | |
| 4" diesel double diaphragm pump | 041-0010 | 4X4 SOLIDS DBL DIAPHRAGM PUMP | | | | N/A | N/A | N/A | \$ 150.00 | \$ 300.00 | \$ 900.00 | |
| 4" electric self-priming trash pump | 041-0120 | 4X4X8 SOLIDS VAC 30HP ELEC SKID PUMP | | | | N/A | N/A | N/A | \$ 150.00 | \$ 440.00 | \$ 1,150.00 | |
| 6" electric self-priming trash pump | 041-0140 | 6X6X11 SOLIDS VAC 50HP ELEC SKID PUMP | | | | N/A | N/A | N/A | \$ 220.00 | \$ 650.00 | \$ 1,650.00 | |
| 6" diesel self-priming trash pump | 041-0150 | 6X6X11 SOLIDS VAC PUMP | | | | N/A | N/A | N/A | \$ 220.00 | \$ 650.00 | \$ 1,650.00 | |
| 8" electric self-priming trash pump | 041-0210 | 8X8X12 SOLIDS VAC 100HP ELEC SKID PUMP | | | | N/A | N/A | N/A | \$ 380.00 | \$ 980.00 | \$ 2,800.00 | |
| 8" diesel self-priming silent trash pump | 041-0228 | 8X8X12 SOLIDS VAC PUMP | | | | N/A | N/A | N/A | \$ 380.00 | \$ 980.00 | \$ 2,800.00 | |
| 10" diesel self-priming trash pump | 041-0457 | 10X8X17 SOLIDS VAC SILENT PUMP | | | | N/A | N/A | N/A | \$ 450.00 | \$ 1,100.00 | \$ 3,300.00 | |
| 10" doesel self-priming silent pump | 041-0459 | 10X8X17 SOLIDS VAC PUMP | | | | N/A | N/A | N/A | \$ 450.00 | \$ 1,100.00 | \$ 3,300.00 | |
| 12" electric self-priming trash pump | 041-0310 | 12X12X17 SOLIDS VAC 100HP ELEC SKID PUMP | | | | N/A | N/A | N/A | \$ 570.00 | \$ 1,425.00 | \$ 4,200.00 | |
| 12" diesel self-priming trash pump | 041-0340 | 12X12X17 SOLIDS VAC SILENT SKID PUMP | | | | N/A | N/A | N/A | \$ 570.00 | \$ 1,425.00 | \$ 4,200.00 | |
| Hose 2.20 PVC suction-camlock | 155-0880 | 2" X 20' SUCTION HOSE | | | | N/A | N/A | N/A | \$ 8.00 | \$ 18.00 | \$ 48.00 | |
| Hose 2x50 layflat discharge camlock | 155-0975 | 2" X 50' DISCHARGE HOSE | | | | N/A | N/A | N/A | \$ 10.00 | \$ 20.00 | \$ 60.00 | |
| Hose 3x20 pvc suction-camlock | 155-0890 | 3" X 20' SUCTION HOSE | | | | N/A | N/A | N/A | \$ 23.00 | \$ 45.00 | \$ 135.00 | |
| Hose 4x50 layflat discharge camlock | 155-0990 | 4" X 50' DISCHARGE HOSE | | | | N/A | N/A | N/A | \$ 21.00 | \$ 47.00 | \$ 125.00 | |
| Hose 8x20 stainless-flanged | 155-1055 | 8X20 WILCOX HOSE | | | | N/A | N/A | N/A | \$ 74.00 | \$ 145.00 | \$ 385.00 | |
| Pressure Washers | | | | | | | | | | | | |
| Pressure washer 4000 PSI | 016-0310 | 4000PSI GAS COLD WATER PRESSURE WASHER | | | | N/A | N/A | N/A | \$ 165.00 | \$ 340.00 | \$ 970.00 | |
| Pressure washer gas 3000 PSI | 016-0210 | 3000PSI GAS COLD WATER PRESSURE WASHER | | | | N/A | N/A | N/A | \$ 110.00 | \$ 235.00 | \$ 665.00 | |
| Scaffolding | | | | | | | | | | | | |
| SCAFFOLD FRAME 5' X 5' SINGLE LADDER | 200-0010 | 5' SCAFFOLD END FRAME GT | | | | N/A | N/A | N/A | \$ 7.00 | \$ 7.00 | \$ 20.00 | |
| SCAFFOLD PLANK 19" X 10' | 200-0025 | 19" SCAFFOLD CATWALK GT | | | | N/A | N/A | N/A | \$ 12.00 | \$ 11.00 | \$ 33.00 | |
| SCAFFOLD ROLLING 6' X 30" | | | | | | N/A | N/A | N/A | N/A | N/A | N/A | |
| Telehandlers | | | | | | | | | | | | |
| Telehandler, Capacity Max Load, 5,000 lbs. | 056-0230 | 5500LB 19' SHOOTING BOOM FORKLIFT | | | | N/A | N/A | N/A | \$ 300.00 | \$ 690.00 | \$ 1,795.00 | |
| Telehandler, Capacity Max Load, 6,000 lbs. | 056-0330 | 6K-7K 42' SHOOTING BOOM FORKLIFT | | | | N/A | N/A | N/A | \$ 350.00 | \$ 835.00 | \$ 1,915.00 | |
| Telehandler, Capacity Max Load, 7,000 lbs. | 056-0410 | 8K-9K 42' SHOOTING BOOM FORKLIFT | | | | N/A | N/A | N/A | \$ 400.00 | \$ 950.00 | \$ 2,145.00 | |

Tab -D Price Sheet Zone 17

| Tab -D Price Sheet Zone 17 | | | | | | SB REGIONS >>>>>>> | | | 2 | | | |
|--|-------------------|----------------------------------|------|-------|------|----------------------|-----|-----|---------------------------|----------------------------------|-------------------------------|-------|
| | | | | | | RENTAL ZONES >>>>>>> | | | 17 | | | |
| | | | | | | LEASE PERIOD >>>>> | | | Pickup & Delivery Charges | Site Delivery Emergency Response | Site Delivery Normal Response | Daily |
| Category of Equipment | Sunbelt Cat-Class | Sunbelt Description | MAKE | MODEL | SIZE | | | | | | | |
| Tools, Power and Hand | | | | | | | | | | | | |
| SAW CUT-OFF 12" GAS | 020-0020 | 12" GAS CUTOFF SAW | | | | N/A | N/A | N/A | \$ 58.00 | \$ 115.00 | \$ 340.00 | |
| SAW CUT-OFF 14" GAS | 020-0050 | 14" GAS CUTOFF SAW | | | | N/A | N/A | N/A | \$ 78.00 | \$ 195.00 | \$ 470.00 | |
| SAW TILE 10" | 020-0620 | 10" TILE SAW ELECTRIC | | | | N/A | N/A | N/A | \$ 68.00 | \$ 145.00 | \$ 405.00 | |
| DIAMOND BLADE 14" | 132-0210 | 14" HIGH SPEED DIAMOND BLADE | | | | N/A | N/A | N/A | \$ 58.00 | \$ 155.00 | \$ 350.00 | |
| LASER SELF LEVELING CONSTRUCTION | 011-0010 | CEILING LASER LEVEL 600R | | | | N/A | N/A | N/A | \$ 120.00 | \$ 240.00 | \$ 720.00 | |
| Trench, Boxes and Shoring | | | | | | | | | | | | |
| TRENCH BOX 8' X 6' | 014-1060 | TRENCH BOX 8X6FT - 3" S/WALL | | | | N/A | N/A | N/A | \$ 58.40 | \$ 146.00 | \$ 438.00 | |
| TRENCH BOX 8' X 8' | 014-1260 | TRENCH BOX 8X8FT - 3" D/WALL | | | | N/A | N/A | N/A | \$ 68.80 | \$ 172.00 | \$ 516.00 | |
| TRENCH BOX 8' X 10' | 014-1660 | TRENCH BOX 8X10FT - 4" D/WALL KE | | | | N/A | N/A | N/A | \$ 95.60 | \$ 239.00 | \$ 717.00 | |
| TRENCH BOX 8' X 16' | 014-1700 | TRENCH BOX 8X16FT - 4" D/WALL KE | | | | N/A | N/A | N/A | \$ 152.80 | \$ 382.00 | \$ 1,146.00 | |
| TRENCH BOX 8' X 12' | 014-1680 | TRENCH BOX 8X12FT - 4" D/WALL KE | | | | N/A | N/A | N/A | \$ 150.40 | \$ 376.00 | \$ 1,128.00 | |
| TRENCH BOX 8' X 20' | 014-2060 | TRENCH BOX 8X20FT - 6" D/WALL KE | | | | N/A | N/A | N/A | \$ 196.80 | \$ 492.00 | \$ 1,476.00 | |
| TRENCH BOX 8' X 24' | 014-2080 | TRENCH BOX 8X24FT - 6" D/WALL KE | | | | N/A | N/A | N/A | \$ 211.60 | \$ 529.00 | \$ 1,587.00 | |
| TRENCH BOX 4' X 10' | 014-1125 | TRENCH BOX 4' X 10' 4" SINGLE FB | | | | N/A | N/A | N/A | \$ 64.00 | \$ 256.00 | \$ 768.00 | |
| TRENCH BOX 4' X 12' | 014-1365 | TRENCH BOX 4' X 12' 4" WALL FB | | | | N/A | N/A | N/A | \$ 74.00 | \$ 296.00 | \$ 888.00 | |
| TRENCH BOX 4' X 16' | 014-1780 | EXTN. BOX 4X16FT - 4" D/WALL FB | | | | N/A | N/A | N/A | \$ 126.40 | \$ 316.00 | \$ 948.00 | |
| BEDDING BOX 9 YARD | 014-3100 | H/D STONE BOX - 9 CUBIC YARD | | | | N/A | N/A | N/A | \$ 172.00 | \$ 430.00 | \$ 1,290.00 | |
| BEDDING BOX 12 YARD | 014-3160 | H/D STONE BOX - 12 CU. YD. | | | | N/A | N/A | N/A | \$ 180.00 | \$ 450.00 | \$ 1,350.00 | |
| SHIELD HYDRAULIC 6' X 8' | | | | | | N/A | N/A | N/A | N/A | N/A | N/A | |
| SHIELD HYDRAULIC 6' X 6' | | | | | | N/A | N/A | N/A | N/A | N/A | N/A | |
| SHIELD HYDRAULIC 8' X 8' | 014-2620 | HYD. ALUMINUM SHIELD 8X8FT | | | | N/A | N/A | N/A | \$ 200.40 | \$ 501.00 | \$ 1,503.00 | |
| SHIELD HYDRAULIC 8' X 10' | | | | | | N/A | N/A | N/A | N/A | N/A | N/A | |
| SHIELD HYDRAULIC 8' X 12' | | | | | | N/A | N/A | N/A | N/A | N/A | N/A | |
| TRENCH BOX ALUM 4' X 14'8" W/STEEL FRAME | | | | | | N/A | N/A | N/A | N/A | N/A | N/A | |
| TRENCH BOX ALUM 8' X 10' W/STEEL FRAME | 014-2500 | ALUMINUM BOX - 8X10FT. | | | | N/A | N/A | N/A | \$ 144.80 | \$ 362.00 | \$ 1,086.00 | |

Tab -D Price Sheet Zone 17

| Tab -D Price Sheet Zone 17 | | | | | | SB REGIONS >>>>>> | | | 2 | | | | | |
|------------------------------|-------------------|-----------------------------|------|-------|------|---------------------|--|--|---------------------------|----------------------------------|-------------------------------|-------------|-------------|-------------|
| | | | | | | RENTAL ZONES >>>>>> | | | 17 | | | | | |
| | | | | | | LEASE PERIOD >>>>> | | | Pickup & Delivery Charges | Site Delivery Emergency Response | Site Delivery Normal Response | Daily | Weekly | Monthly |
| Category of Equipment | Sunbelt Cat-Class | Sunbelt Description | MAKE | MODEL | SIZE | | | | | | | | | |
| Water Trucks, Trailers | | | | | | | | | | | | | | |
| TRUCK WATER 2000-2999 GALLON | 111-0031 | WATER TRUCK 2000 GAL | | | | | | | N/A | N/A | N/A | \$ 405.00 | \$ 1,085.00 | \$ 2,435.00 |
| TRUCK WATER 3000-3999 GALLON | 111-0029 | WATER TRUCK 4000 GAL | | | | | | | N/A | N/A | N/A | \$ 1,785.00 | \$ 3,570.00 | \$ 4,180.00 |
| Welders | | | | | | | | | | | | | | |
| WELDER ARC 180-189 AMP | 027-0010 | 170 AMP PORTABLE GAS WELDER | | | | | | | N/A | N/A | N/A | \$ 93.00 | \$ 220.00 | \$ 550.00 |
| WELDER ARC 225 AMP | 027-0020 | 225 AMP CC/CV GAS WELDER | | | | | | | N/A | N/A | N/A | \$ 155.00 | \$ 310.00 | \$ 930.00 |

COMPANY NAME: Sunbelt Rentals, Inc.

SIGNATURE: Becky Casella, Customer Contract Manager

| PC# | Name | Legal Entity | Division | Store Hours | Manager | Phone | Address | City | State/Province | Zip |
|------|-----------------------------------|-------------------------|-------------------------------------|-----------------------|-----------------|----------------|-------------------------------|-----------------|----------------|------------|
| 5169 | SUNBELT RENTALS INSIDE WALMART | Sunbelt Rentals Inc. | CAPITAL DISTRICT | M-F: 7:00 AM-7:00 PM | TBD | (844) 727-8665 | 96 PATRICK HENRY WAY | CHARLES TOWN | WV | 25414 4391 |
| | | | | Sat: 7:00 AM-5:00 PM | | | | | | |
| | | | | Sun: 10:00 AM-4:00 PM | | | | | | |
| 218 | FAIRMONT PC218 | Sunbelt Rentals Inc. | NORTHEAST OH-WEST PA DISTRICT | M-F: 7:00 AM-5:00 PM | DONALD WENTZ | (304) 363-7918 | 2039 PLEASANT VALLEY RD | FAIRMONT | WV | 26554 9388 |
| | | | | Sat: 8:00 AM-11:00 AM | | | | | | |
| 168 | CHARLESTON WV PC168 | Sunbelt Rentals Inc. | WVA- KENTUCKY DISTRICT | M-F: 7:00 AM-5:00 PM | SHARON PARSONS | (304) 342-5000 | 1717 BIGLEY AVE | CHARLESTON | WV | 25302 3937 |
| | | | | Sat: 8:00 AM-11:00 AM | | | | | | |
| 217 | ST. ALBANS PC217 | Sunbelt Rentals Inc. | WVA- KENTUCKY DISTRICT | M-F: 7:00 AM-5:00 PM | TYLER FISHER | (304) 766-6224 | 6580 MACCORKLE AVE | SAINT ALBANS | WV | 25177 2326 |
| | | | | Sat: 8:00 AM-11:00 AM | | | | | | |
| 1466 | CHARLESTON WV CC PC1466 | Sunbelt Rentals Inc. | WVA- KENTUCKY DISTRICT | M-F: 7:00 AM-4:00 PM | MATTHEW JENKINS | (304) 965-0066 | 4996 ELK RIVER RD S | ELKVIEW | WV | 25071 9649 |
| | | | | Sat: Closed | | | | | | |