

MA 18P 20100600000000000040
NEW

State of Maine



Master Agreement

Effective Date: 10/06/20

Expiration Date: 08/27/24

Master Agreement Description: Equipment Rentals - Sourcwell 062320-URI

Buyer Information

ext.

Issuer Information

Donny Crockett 207-287-5662 ext. Donny.Crockett@maine.gov

Requestor Information

Donny Crockett 207-287-5662 ext. Donny.Crockett@maine.gov

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000012404

Vendor Name

UNITED RENTALS (NORTH AMERICA) INC

Alias/DBA

Vendor Address Information

12802 Tampa Oaks Blvd
Suite 350
Temple Terrace, FL 33637
US

Vendor Contact Information

Daniel Cunningham
877-874-4468 ext.
GovRents@UR.com

Commodity Information

Vendor Line #: 1

Vendor Name: UNITED RENTALS (NORTH AMERICA) INC

Commodity Line #: 1

Commodity Code: 97524

Commodity Description: EQUIPMENT RENTAL

Commodity Specifications: As per Equipment Rentals - Sourcwell 062320-URI, documents attached and made part of this MA.

Commodity Extended Description: Rental of Construction/Shop equipment
Access to 1000+ Rental Equipment Categories of General, Power/HVAC, Trench and Pump Equipment. (Short & Long Term Rates Available);
Purchase Used Equipment at a Discount (State Agencies not Eligible to Participate);
Purchase United Academy Operator and Safety Training Courses (course info available upon request);
Purchase Discounted Service Work (Parts and Labor) for your owned equipment needs we represent (please contact the local branch for the manufacturers we represent).

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	10/06/20	08/27/24
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

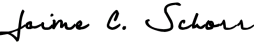
T&C Name:

T&C Details: Net 30

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

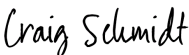
DocuSigned by:
 10/6/2020
6D6437754DD0459...

Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

UNITED RENTALS (NORT AMERICA), INC

DocuSigned by:
 10/7/2020
55590D1F4D8A494...

Signature Date

Craig Schmidt, Vice President, National Accounts

Contract Pricing: Pricing for contract # 062320-URI is provided at a national, "not-to-exceed" rate per category and class of equipment. United Rentals does not maintain a published list rate as such a specific discount cannot be calculated. The pricing offered is calculated utilizing input from regional pricing, local and national market conditions and anticipated rental spend, developed specifically for NJPA member stakeholders. Pricing is established by a Category-Class listing within the United Rentals system. Our pricing offered TAB F is ceiling based pricing - Not To Exceed, where our branch network will not be allowed to charge higher rates. The pricing does allow for a downward market flex and pricing can be lowered.

SOURCEWELL VENDOR CONTRACT SUMMARY – United Rentals

DATE August 28, 2020	RFP # 062320
AWARDED CONTRACT NUMBER <div style="text-align: center; font-size: 1.2em; font-weight: bold;">062320-URI</div>	SOURCEWELL RFP TITLE & CATEGORY Rental Equipment For Construction and Related Maintenance or Facility Operations
CONTRACT PERIOD 08/28/2020 – 08/27/2024	PRICING MODEL Percentage off of list
DESCRIPTION Rental of equipment, equipment sales, operator certification and OSHA required training, equipment service and maintenance.	
VENDOR NAME AND ADDRESS United Rentals 100 First Stamford Place, Suite 200 Stamford, CT 06902	VENDOR CONTACT Daniel Cunningham Phone: 877-874-4468 Email: govrents@ur.com

CONTRACT DOCUMENTATION Request for Proposal (RFP) Contract	COMPETITIVE SOLICITATION DOCUMENTATION Proof of Publication Proposal Opening Record Page Proposal Evaluation Evaluation Committee Comment & Review
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<p style="text-align: center;">SUMMARY OF CONTRACT OFFERING</p> <p>➤ Rental Equipment: https://www.unitedrentals.com/marketplace/equipment United Rentals has 6 different equipment divisions to provide our customers with a full equipment offering including General Rental, Power & HVAC, Pumps Solutions, Tool Solutions, Trench Safety, and Reliable Onsite Services. Equipment Rental: For questions or to place an order govrents@ur.com</p> <p>➤ Used Equipment Sales: http://used.unitedrentals.com/ United Rentals sells quality equipment, sourced directly from top-tier manufacturers that have been maintained by the same experts who service our entire \$9.9 billion fleet.</p>	<p style="text-align: center;">SUMMARY OF CONTRACT OFFERING</p> <p>➤ Safety and Operator Training: https://unitedacademy.ur.com/ The training program, United Academy, has over 200 courses dedicated to keep you in compliance and safe when on site or using equipment. Our experts follow the ANSI standards and OSHA directives to keep ahead of upcoming regulations and provide the best certification courses available.</p> <p>➤ Customer-Owned Equipment Service: https://www.unitedrentals.com/services/equipment-maintenance/about United Rental’s dedicated workforce of manufacturer trained technicians will apply their expertise to maintaining and inspecting your equipment.</p>
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**PARTICIPATING ADDENDUM
SOURCEWELL COOPERATIVE
RENTAL EQUIPMENT FOR CONSTRUCTION AND
RELATED MAINTENANCE OR FACILITY OPERATIONS**

AGREEMENT

(Hereinafter "Sourcewell Master Agreement") Contract Number: **062320**

United Rentals (North America), Inc.
(Hereinafter "Contractor")

And

STATE OF MAINE
(Hereinafter "Participant")

This Participating Addendum is entered into by **STATE OF MAINE** (hereinafter "the Participant") and United Rentals (North America), Inc. (hereinafter "Contractor" and together with the Participant, the "Parties") pursuant to that certain Contract **#062320-URI**, between Contractor and Sourcewell Cooperative for the provision of Rental Equipment for Construction and Related Maintenance of Facility Operations effective as of July 31, 2017 as subsequently amended (together with its exhibits and attachments, the "Sourcewell Master Agreement"). This Participating Addendum and the exhibits attached hereto shall be collectively referred to as this "Addendum".

WHEREAS, **STATE OF MAINE** is a member of Sourcewell;

WHEREAS, **STATE OF MAINE** desires to rent equipment and incidental services related to such equipment from Contractor as set forth in the Sourcewell Master Agreement; and

WHEREAS, **STATE OF MAINE** desires to add terms and conditions to the Sourcewell Master Agreement;

and WHEREAS, Contractor is willing to agree to additional term and conditions.

NOW THEREFORE, the Parties to this Addendum hereby agree as follows:

1. Incorporation of Sourcewell Master Agreement. The Parties agree to the terms and conditions set forth in the Sourcewell Master Agreement, which are incorporated herein by this reference, except as modified by this Addendum.

2. Additions to Sourcewell Master Agreement: The terms and conditions set forth in Exhibit A attached hereto are incorporated herein and made a part hereof by this reference. In the event of inconsistent terms between this Addendum, Exhibit A, and the Sourcewell Master Agreement, the following order of precedence shall govern and control the agreement between the Parties: (a) this Addendum; (b) Exhibit A; and (c) Sourcewell Master Agreement, as may be amended.

3. Term: The term of this Addendum will commence on the date both Parties sign below. This Addendum shall terminate on the earlier of: (a) termination of the Sourcewell Master Agreement, as may be amended; or (b) the effective date of termination made pursuant to Section 5 herein.

4. Modification: The Parties may amend this Addendum by a written agreement which makes specific reference to this Addendum.

5. Termination: Either Party may terminate this Addendum upon 30 days prior written notice to the other Party with specific reference to this Addendum.

**PARTICIPATING ADDENDUM
SOURCEWELL COOPERATIVE
EQUIPMENT RENTAL AND SERVICES**

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

Sourcewell

Name: Kelly McAllister
Address:
Telephone: 218-894-5468
Fax:
E-mail: kelly.mcallister@sourcewell-mn.gov

Contractor

Name: Brad Laws
Address: United Rentals (North America), Inc.
68674 Highway 59
Mandeville, LA 70448
Telephone: 504-915-6013
Fax:
Email: jlaws@ur.com

With a copy to:

Name: United Rentals (North America), Inc.
Attn: Legal Department
Address: 100 First Stamford Place, Suite 700
Stamford, CT 06902

Participant

Name: STATE OF MAINE
Address: 9 State House Station
Augusta ME 04333-0009
Telephone: 207-624-7871
Fax: 207-287-6578
E-mail: wje.allen@maine.gov

All notices required under this Addendum shall be delivered to the Parties' representatives at the addresses specified above.

7. Contractor's Standard Agreements: Upon delivery of equipment pursuant to the Sourcewell Master Agreement and this Addendum, Participant shall sign Contractor's standard agreements for the purposes of acknowledging receipt of the equipment, safety notices, and operation manuals. The contractor's standard agreement apply to the extent not in conflict with this Addendum, Exhibit A or applicable law.

8. Captions and Headings: The captions and headings used in this Addendum are intended for convenience only and shall not be used for purposes of construction or interpretation. The captions and/or headings shall in no way define, limit, or describe the scope or intent of any part of this Addendum.

9. Severable Terms: In the event any provision (or portion thereof) of this Addendum is inconsistent with or contrary to any applicable law, rule, regulation or order ("Law"), said provision (or portion thereof) shall be deemed to be amended to partially or completely modify such provision or portion thereof to the least extent

**PARTICIPATING ADDENDUM
SOURCEWELL COOPERATIVE
EQUIPMENT RENTAL AND SERVICES**

necessary to make it comply with said Law, and this Addendum as so modified, shall remain in full force and effect. If necessary, this Addendum shall be deemed to be amended to delete the unenforceable provision or portion thereof, in which event such invalidity or unenforceability shall not affect the remaining provisions or application thereof which can be given effect without the invalid portion or application.

10. Entire Agreement: This Addendum and the Sourcewell Master Agreement, as may be amended, together with their respective exhibits and attachments, set forth the entire agreement between the Parties with respect to the subject matter hereof and all previous communications, representations or agreements, whether oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. Except as provided herein, this Addendum cannot be modified without the written consent of both Parties.

11. Counterparts and Electronic Execution: This Addendum may be executed in any number of counterparts, each of which shall be deemed an original of this Addendum, which together shall constitute one and the same instrument; provided that neither Party shall be bound to this Agreement unless and until both Parties have executed a counterpart. A signature page signed by a Party and sent by facsimile or e-mail to the other Party shall be deemed to be valid as an original and shall be binding as between the Parties.

[Section Below Has Purposely Been Left Blank]

PARTICIPATING ADDENDUM SOURCEWELL COOPERATIVE
EQUIPMENT RENTAL AND SERVICES

IN WITNESS WHEREOF, the Parties below have executed this Addendum as of the date of execution by the final Party.

State of Maine – Department of Administrative and Financial Services

10/6/2020

DocuSigned by:

Jaime C. Schorr

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Jaime C. Schorr, Chief Procurement Officer

And

United Rentals (North America), Inc.

10/7/2020

DocuSigned by:

Craig Schmidt

55590D1F4D8A494...

Craig Schmidt, Vice President – National Accounts

PARTICIPATING ADDENDUM SOURCEWELL COOPERATIVE
EQUIPMENT RENTAL AND SERVICES

Exhibit A

Terms and Conditions
(to be negotiated and attached)

- i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
- D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
- E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.
- ii. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- m. **STATE HELD HARMLESS** The contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") caused by the negligence or willful misconduct of the Provider in the performance of this Agreement, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed by Provider in connection with this Agreement; (iv) claims suffered or

**PARTICIPATING ADDENDUM
SOURCEWELL COOPERATIVE
EQUIPMENT RENTAL AND SERVICES**

incurred by any person who may be otherwise injured or damaged by the negligence or willful misconduct of Provider in the performance of this Agreement; and (v) all reasonable legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that is caused by (i) the Department's negligence or willful misconduct with respect to the rental of equipment under this Agreement, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement

- iv. NON-APPROPRIATION Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

The above State of Maine terms and conditions takes precedence over similar subject terms in the United Rentals Rental agreement additional terms and conditions document.

**Solicitation Number: RFP #062320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and United Rentals (North America) Inc., 100 First Stamford Place, Suite 700, Stamford, CT 06902 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 27, 2024 unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. The following warranties apply:

For equipment rentals by a Participating Entity, Vendor warrants that upon delivery the equipment rented hereunder will be in good working condition. If the equipment is not in good working condition upon delivery, Vendor shall promptly repair or replace the equipment at its sole cost and expense. If the equipment requires repair or replacement during the rental period, Vendor will promptly repair or replace the equipment at its sole cost and expense; provided, however, if the repair or replacement is necessary due to Participating Entity's abuse, misuse, or neglect, then Participating Entity will be responsible for the cost of such repair or replacement. EXCEPT AS SET FORTH HEREIN VENDOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTAL OF EQUIPMENT.

For equipment purchases by a Participating Entity, the only warranty provided with the equipment sold herein is the warranty provided by the original equipment manufacturer ("OEM"). Vendor will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim is approved by the OEM and the OEM authorizes Vendor to repair or replace the equipment, Vendor will do so. ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

For services provided to a Participating Entity, Vendor warrants the services will be performed in a good and workmanlike manner. The duration of the warranty shall be 30 days after the service is completed. If during the 30-day warranty period the equipment requires additional service, because of defective original service or a defective replacement part(s), then Vendor will re-perform the defective service and/or replace the defective part at its sole cost and expense. If the equipment has been subject to abuse, misuse, or neglect, Vendor shall have no obligation to re-perform the service or replace any part(s). The only warranty on replacement parts provided with Vendor's service herein is the warranty provided by the original equipment manufacturer ("OEM"). Vendor will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim on such replacement part is approved by the OEM and the OEM authorizes Vendor to repair or replace the part, Vendor will do so. EXCEPT AS SET FORTH HEREIN VENDOR DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO REPLACEMENT PARTS AND SERVICE OF EQUIPMENT.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service

Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Administrative fee will only be due and owing on invoices paid by the Participating Entity, and no administrative fee will be due if Vendor has not received payment from the Participating Entity. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the negligence or willful misconduct of Vendor during the performance of this Contract by the Vendor or its agents or employees. Vendor's liability for costs and expenses hereunder shall be limited to those that are reasonable and actual, including attorneys' fees. In no event will Vendor be liable for incidental, special or consequential damages.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from

the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to 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. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be 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 non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be 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. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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 C.F.R. § 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.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 8/24/2020 | 10:18 AM CDT

United Rentals (North America) Inc.
DocuSigned by:
By: Craig Schmidt
55590D1F4D8A494...
Craig A. Schmidt
Title: Vice President National Accounts
Date: 8/28/2020 | 5:15 PM CDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/28/2020 | 5:16 PM CDT

RFP 062320 - Equipment Rental with Related Services

Vendor Details

Company Name: UNITED RENTALS (NORTH AMERICA), INC.

Does your company conduct business under any other name? If yes, please state: United Rentals, Inc. , United Rentals of Canada, Inc, United Rentals (North America), Inc dba Reliable Onsite Services

Address: 100 FIRST STAMFORD PLACE, SUIT STAMFORD, CT 06902

Contact: Daniel Cunningham

Email: dcunning@ur.com

Phone: 877-874-4468

Fax: 877-735-7450

HST#: 860933835

Submission Details

Created On: Tuesday May 05, 2020 10:35:59

Submitted On: Tuesday June 23, 2020 13:17:51

Submitted By: Tera Younger

Email: tyounger@ur.com

Transaction #: 8dad6f42-e0e7-477a-a116-14862f12592a

Submitter's IP Address: 63.241.166.10

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	United Rentals (North America), Inc.
2	Proposer Address:	100 First Stamford Place, Suite 700, Stamford, CT 06902
3	Proposer website address:	www.unitedrentals.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Craig A. Schmidt Vice President, National Accounts 100 First Stamford Place, Suite 700 Stamford, CT 06902 cschmidt@ur.com 203-622-3131
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brad Laws, Sr. Government Accounts Manager 68674 Hwy 59 Mandeville, LA 70471 jlaws@ur.com 504-915-6013
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Daniel Cunningham, Government Sales Specialist Office: 877-874-4468 Fax: 877-735-7450 govrents@ur.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Founded in 1997, we have over 20 years of experience and are the largest equipment rental company in the world. The company has an integrated network of 1,186 rental locations in North America and 11 in Europe. In North America, the company operates in 49 states and every Canadian province. The company's approximately 18,500 employees serve construction and industrial customers, utilities, municipalities, homeowners and others. The company offers approximately 3,800 classes of equipment for rent with a total original cost of \$14.18 billion. The equipment we offer can be categorized into these equipment categories: Trench Safety & Shoring, Fluid Solutions, Tool Solutions, Power & HVAC, General Construction, and Portable Toilets and Trailers. United Rentals is a member of the Standard & Poor's 500 Index, the Barron's 400 Index and the Russell 3000 Index® and is headquartered in Stamford, Conn. Additional information about United Rentals is available at unitedrentals.com.</p> <p>Our Customers Our diverse customer base includes construction and industrial companies, utilities, municipalities, government agencies and independent contractors. Most of our customers align with three categories: approximately 50% are non-construction, such as industrial; 46% are non-residential construction; and 4% are residential. We provide</p>

every customer with access to the best people, equipment and solutions in the industry.

Our Mission

Deploy the best people, equipment and solutions to enable our customers to safely build a better and stronger future.

Our Values

Safety First

Act, and require others to act, in a manner that puts the safety of our employees, customers and communities first.

A Passion For People

Build a diverse workplace that challenges all employees to grow professionally and embrace teamwork.

Visible Leadership

Lead by example in every business decision and action, with a sense of humility and responsibility.

Customer-Driven

Support the best interests of our customers and develop better ways for them to succeed at their jobs.

Absolute Integrity

Always do the right thing, honor commitments and ensure appropriate corporate governance.

Community-Minded

Be an outstanding corporate citizen and a good neighbor in every sense by being helpful, respectful, law-abiding and friendly.

Continuous Innovation

Contribute to a culture of innovative thinking that empowers employees to improve quality, efficiency and customer service.

Sustainability

Engage in practices that lead to positive change by encouraging social accountability and environmental responsibility.

Industry Longevity Strategy

United Rentals has executed a long term strategy focused on improving the profitability of our core equipment rental business through revenue growth, margin expansion and operational efficiencies. In particular, we have focused on customer segmentation, customer service differentiation, rate management, fleet management, including size, breadth and diversity of fleet, and operational efficiency which includes investments in technology. This has resulted in over a decade of financial improvement.

In 2020, we expect to continue our disciplined focus on increasing our profitability and return on invested capital. In particular, our strategy calls for:

- A consistently superior standard of service to customers, often provided through a single point of contact; our strong cultures is focused on customers.
- The further optimization of our customer mix and fleet mix, with a dual objective: to enhance our performance in serving our current customer base, and to focus on the accounts and customer types that are best suited to our strategy for profitable growth. We believe these efforts will lead to even better service of our target accounts, primarily large construction and industrial customers, as well as select local contractors. Our fleet team's analyses are aligned with these objectives to identify trends in equipment categories and define action plans that can generate improved returns;

		<p>In 2018, we made notable progress in continuing to build a sustainable future for the benefit of our employees, customers, communities and our planet. At the same time, the size of our company increased substantially, giving us a larger platform for corporate responsibility. Collaboration is also implied in our core values of safety first, a passion for people, visible leadership, customer-driven, absolute integrity, community minded focus, continuous innovation and sustainability;</p> <ul style="list-style-type: none"> • Best-in-class training is one of the most important ways to maximize engagement and retention, and we offer a wide array of training solutions (classroom, hands-on and eLearning) and coaching to our employees. Approximately 1,000 of our employees are also instructors or certified evaluators for these programs; • The implementation of “Lean” management techniques, including kaizen processes focused on continuous improvement. We will continue to implement this program across our branch network, with the objectives of: reducing the cycle time associated with renting our equipment to customers; improving invoice accuracy and service quality; reducing the elapsed time for equipment pickup and delivery; and improving the effectiveness and efficiency of our repair and maintenance operations; and • The continued expansion of our trench safety, power and HVAC, and pump solutions footprint, as well as our tools offering, and the cross-selling of these services throughout our network. We continue to offer specialty rental branches that include HVAC, Trench Safety, Fluid Management, complete portable toilet rental and Tool solutions and invest in fleet to further position United Rentals as a single source provider of total jobsite solutions through our extensive product and service resources and technology offerings.
8	What are your company's expectations in the event of an award?	In the event of an award, United Rentals will begin instituting the included marketing plan. We have experienced success with this contract in the past by developing numerous relationships with participating entities, 15 state-level participating addendums, and helping to get hundreds of new members to join the Sourcewell cooperative. Upon award, we expect to continue these results and grow our current success with the help of the Sourcewell team. United Rentals' expectations of Sourcewell marketing efforts to include trade shows, customer interactions, and collateral related to our contract. We would also like to work with the Sourcewell team to educate each other of our offerings and contract in order to improve customer interactions either organization will have.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We have uploaded our 2019 Annual Report in the supporting documents section.
10	What is your US market share for the solutions that you are proposing?	As a publicly traded company, we can only provide the information currently made public. United Rentals is the North American equipment leader. Our North American market share 13% based on 2019 rental revenues and ARA industry estimates. The next closest competitor's market share is 7%.
11	What is your Canadian market share for the solutions that you are proposing?	As a publicly traded company, we can only provide the information currently made public. United Rentals is the North American equipment leader. Our North American market share 13% based on 2019 rental revenues and ARA industry estimates. The next closest competitor's market share is 7%.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>United Rentals' is a service provider of rental equipment and related services. Within our six different business units, we have a large amount of vendors we purchase through. We are aligned with the largest vendors in the industry like JLG, Genie, John Deere, Atlas Copco, etc.</p> <p>To serve this base, we employ customer service professionals who have firsthand knowledge of equipment capabilities and site challenges. All sales employees are direct employees of United Rentals and not through a third party. Their expertise, together with our company's commitment to safety, are compelling competitive advantages.</p> <p>United Rentals owns the equipment in our rental fleet and has the internal logistics to be able to mobilize the fleet to service larger needs as they come up. We have a two pronged approach to servicing the customer both through our boots on the ground sales force of 4,440 professionals and through our customer service teams. Our customer service team in Charlotte, NC is available 24/7/365. We also have a specialized Government Sales Support Team that are dedicated government account experts. In addition to our rental equipment, we also have in house training and servicing divisions that can work directly with the customer to meet all training and certification needs and service customer owned equipment.</p>
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	None
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<ul style="list-style-type: none"> • Top 10 Military Friendly Employer – G.I. Jobs • Top 10 Military Friendly Spouse Employer – G.I. Jobs • Top Military Friendly Supplier Diversity, Gold Award – G.I. Jobs • Top Veteran Friendly Companies List, Best of Best Results List – U.S. Veterans Magazine • Best for Vets – Military Time • National Diversity Excellence Award – Association of Builders and Contractors. • MBN USA – 2015 & 2016 Top 101 Most Admired Companies in Supplier Diversity • WE-USA – 2015 Top 100 Corporations for Woman-owned Businesses
17	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>Our customer base is a diverse mix of construction and industrial companies, utilities, municipalities, government agencies and others. Most of our customers align with two categories: approximately 48% are non-residential construction, and 47% are non-construction, such as industrial. About 5% are homeowners, municipalities and other types.</p>
18	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>We do not track this.</p>

19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>United Rentals' level of experience with national cooperative and state / local contracts is in-depth. Last year our Government Sales and Service Center downloaded thousands of solicitations, evaluated our ability to fulfill requirements and responded to over 615 bids / solicitations, winning over 473 bids / solicitations worth over \$30mm. Although the United Rentals Government team is small, we have over 100 years of Government experience between 12 personnel. This is the level of expertise required to keep a large sales force educated and compliant. United Rentals has four national cooperative contracts: Sourcewell, HGAC, E&I and HCDE Choice Partners.</p> <ul style="list-style-type: none"> • Sourcewell: United Rentals is the current contract holder for Contract 091615-URI and has held the contract since November 2010. • Sourcewell Annual Sales Volume 2017: ~\$ 44 million • Sourcewell Annual Sales Volume 2018: ~\$49.4 million • Sourcewell Annual Sales Volume 2019: ~\$50.9 million • HGAC: United Rentals is a contract holder for HGAC RFP RN11-19 Supply of Rentals – Equipment & Portable Facilities and has held the contract since Oct 2009. • HGAC Annual Sales Volume 2017: ~\$3.9 million • HGAC Annual Sales Volume 2018:~\$4.5 million • HGAC Annual Sales Volume 2019: ~\$4.9 million • E&I: United Rentals is a contract holder for E&I Contract CNR01438 and has held the contract since August 2017. The E&I cooperative only services educational institutions and does not allow for participation from states or municipalities. • E&I Annual Sales Volume 2017: ~\$2.6 million • E&I Annual Sales Volume 2018:~ \$4.8 million • E&I Annual Sales Volume 2019: ~\$6.1 million • HCDE/Choice Partners: United Rentals is the contract holder for HCDE RFP 18-072KC-06 Vocational Products and Services and has held the contract since Dec 2013. This contract was initially for sale of new and used equipment. A contract modification was awarded in 2014 for equipment rentals. • Choice Partners Annual Sales Volume 2017: ~\$ 1.1 million • Choice Partners Annual Sales Volume 2018: ~\$1.2 million • Choice Partners Annual Sales Volume 2019:~\$1.7 million <p>In addition to signing up hundreds of municipalities for membership, United Rentals has 15 states under contract with participating addendums and state level agreements (including DOT) in a total of 30 states. None of our other contracts prohibit United Rentals from fully participating with this agreement.</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>United Rentals currently holds a GSA schedule and has since August 2005. United Rentals was the first national servicing rental company on the GSA schedule and has two SINs: 332510S-Tool & Supply sales, walk-in, walk-out, 532310-Short-Term Rental, and Order-Level Materials (OLM).</p>

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
State of Connecticut	Janet DelGreco Olson	(860) 713-5079, janet.delgreco@ct.gov
State of Massachusetts	Brendan McCue	(617) 720-3146, brendan.mccue@mass.gov
State of Mississippi	Ross Campbell	(601) 359-2004, campber@dfa.state.ms.us

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Sewage and Water Board New Orleans	Government	Louisiana - LA	Repair/Replace, Temporary Rental Equipment	\$1 million +	\$16.7 million
CAL Trans	Government	California - CA	Temporary Rental Equipment	\$150,000	\$12.9 million
NYC DOT	Government	New York - NY	Temporary Rental Equipment	\$150,000	\$10.5 million
TX DOT	Government	Texas - TX	Temporary Rental Equipment	\$150,000	\$9.9 million
DC DPW	Government	District of Columbia - DC	Temporary Rental Equipment	\$250,000	\$7.8 million

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>Effectively servicing large national accounts such as Sourcewell requires a team approach. Brad Laws is the Government Accounts Senior Manager and is the quarterback of the state and local government team. Under him are three Government Accounts Managers that will work with the field sales team of 4,400 industry experts. This sales team is supported by branch operations and field personnel across an extensive network of approximately 1,180 branch locations to effectively implement, manage and service an industrial client of Sourcewell's scope.</p> <p>Implementing and rolling out a national contract with Sourcewell requires a concerted effort from many levels of United Rentals' organization beyond the government accounts group. Strategic Account Managers (SAM), Outside & Inside Sales Representatives (OSR & ISR), Branch & Service Managers, Delivery Drivers and Field Service Technicians will continue to maintain current relationships while implementing a new contract in areas where we are already doing business. These levels will be heavily engaged in areas where we do not currently have relationships with Sourcewell's members for contract implementation and service. Current partnerships will be built upon and modeled after.</p>

24	Dealer network or other distribution methods.	<p>Sourcewell benefits from United Rentals owning all of our fleet. The following operating efficiencies help distribute our equipment to your members quickly:</p> <ul style="list-style-type: none"> • Equipment Sharing Among Branches. Each branch within a region can access equipment located elsewhere in the region. This fleet sharing increases equipment utilization because equipment that is idle at one branch can be marketed and rented through other branches. Additionally, fleet sharing allows us to be more disciplined with our capital spend. • Customer Care Center. We have a Customer Care Center ("CCC") with locations in Tampa, Florida and Charlotte, North Carolina that handles all telephone calls to our customer service telephone line, 1-800-UR-RENTS. The CCC handles many of the 1-800-UR-RENTS telephone calls without having to route them to individual branches, and allows us to provide a more uniform quality experience to customers, manage fleet sharing more effectively and free up branch employee time.
25	Service force.	<p>Our branches across the US and Canada are wholly owned by United Rentals and never franchised. They are staffed with a knowledgeable team of Branch Managers, Service Technicians, and Drivers to fulfill Sourcewell's equipment needs. In addition to our field service teams, we have a Government Sales Support Team staffed with dedicated Government account experts to handle any customer requests. Backing them up is the company's extensive customer service team that is available for customer request 24/7/365.</p> <p>Branch Managers: United Rentals' has numerous branch managers to oversee operations at each of our local branches, such as bookings, dispatches and requests for on-site assistance. They can collaborate with other branches in our network, and with our centralized customer service facilities, to ensure fleet availability for Sourcewell. They are also able to train our local personnel so that we service your account in a way that supports Sourcewell's existing and future operations.</p> <p>Maintenance/Service Technicians: United Rentals' has approximately 5300 technicians company-wide that are factory-trained and participate in periodic preventive maintenance refresher courses and manufacturer training. They inspect and service each piece of rental equipment to ensure its safety and operating condition before returning it to the rental-ready fleet.</p>

<p>26</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Customers are given information to reach any of our sales reps, Government Team, or customer service center to place an order or answer any questions. United Rentals tracks our service levels through our Quarterly Scorecard reported to Sourcewell. United Rentals is offering Sourcewell, a quarterly SLA (Service Level Agreement) for the Sourcewell facilities, which will be reported quarterly, and reviewed on a regular basis with Sourcewell management. This SLA reporting will help with improving service levels, availability, and reliability of equipment. This will help with the on-going continuous improvement program.</p> <p>On-Time Delivery Goal</p> <ul style="list-style-type: none"> On-time deliveries to the designated location at the promised delivery time <p>Fulfillment Goals</p> <ul style="list-style-type: none"> 100% of orders fulfilled in accordance with issued purchase order requirements. This is fleet that is 100% of orders that are fulfilled by United Rentals. <p>Quality Expectation at Delivery</p> <ul style="list-style-type: none"> 100% of orders delivered without defects at time of delivery <p>Quality Expectations during Rental Period</p> <ul style="list-style-type: none"> 90% of orders/rental periods without a defect <p>Repair Replacement Response time</p> <ul style="list-style-type: none"> 100% of service responses within 2 hour window for repair/replacement solutions when equipment fails <p>Repairs: On-time service</p> <ul style="list-style-type: none"> 100% of equipment repairs/replacements within 4 hours of promised time <p>Repair failures: 2 day window</p> <ul style="list-style-type: none"> Target 0% of repair occurrences requiring additional service. <p>Billing Accuracy</p> <ul style="list-style-type: none"> 100% of invoiced billed correctly without requiring a credit because the billing was not charged correctly. <p>Diversity & Sustainability Reviews</p> <ul style="list-style-type: none"> Quarterly reporting of diversity spend % for all locations Sustainability efforts by key categories <p>Quality Supplier Performance Reviews</p> <ul style="list-style-type: none"> Scheduled and completed quarterly scorecards reported and reviews throughout term of Agreement for performance measuring, tracking & reporting, required action items to correct issues and project portfolio for ongoing continuous improvement opportunities. <p>Escalation</p> <ul style="list-style-type: none"> Number of occurrences by segment & location where issues are not resolved at the local branch level and are escalated to the National Account Manager/VP Sales
<p>27</p>	<p>Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>Sourcewell's participating entities will have access to a network of approximately 1,038 rental locations in the United States (including territories). United Rentals maintains a robust fleet and has the proven experience to mobilize this fleet to service the needs of our customer. We have held the Sourcewell contract for the last 10 years and have a proven track record of servicing Sourcewell and its participating entities through our vast sales and service network led by our dedicated government team.</p>

28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Sourcewell's participating entities will have access to a network of approximately 148 rental locations in Canada. Our current contract includes a Canadian pricing structure, and we look forward to working with Sourcewell to grow the customer base and recognition throughout Canada. On our Government Team we have several members led by Mark Dunlop that are dedicated to servicing the Canadian government and municipal accounts.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	The only two geographic areas we are unable to service are Hawaii and the Northwest Territories in Canada. United Rentals' is currently exploring the opportunity to expand into Hawaii. Upon opening a branch. The current pricing proposal includes HI.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are able to continue to service all participating entities as we have for nearly 10 years.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	With over 1,180 branches throughout North America, United Rentals currently services all of the US except Hawaii with limited access in certain markets. We are currently exploring the opportunity to expand into Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	United Rentals takes a three pronged approach to our marketing and sales plans: internal training, external sales and education, and customer faced marketing. You will find a comprehensive marketing plan attached in the documents section.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We engage with customers through an omni-channel digital marketing strategy, allowing customers to interact with us through a variety of different platforms including our website, local Google listings, our mobile application and our social media tools. We use data to help personalize journeys for our customers, ensuring we are compliant along the way. This in conjunction with our proprietary digital management tools provides a comprehensive digital experience for our customers.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We believe Sourcewell is responsible for working with us to promote our contract. We plan to work with Sourcewell to make sure both organizations can articulate and promote the value proposition of the other. Sourcewell has a great reputation of promoting their contracts through their websites, tradeshows, marketing collateral, newsletters, and more. United Rentals already has a proven track record of selling a Sourcewell contract, but our sales process is also laid out in the provided marketing plan.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We understand that government entities have their internal purchasing systems for processing purchase orders, placing orders, and approving payment for the services. To simplify the ordering process for our government accounts we work collaboratively with them to create punch-out catalogs specific to each Participating Entities' equipment needs within their internal purchasing systems. This provides them with the flexibility of working within one system. All orders can also be placed through our Government Sales and Service Center. This team is available 24/7/365 taking in orders through a single source email, phone, fax, or online. The service center will have all of the contract details for each of the various co-op partners' accounts. Additionally, orders can be placed locally through any of our branches.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>The technology and pace that business operates at is accelerating quickly. Yet, the way safety training is performed and tracked is quite stagnate. United Rentals invested in building the United Academy platform to replace primitive safety training and record keeping methods and to make sure that safety programs could match the pace of the projects they support. Often times, when you discover that a worker or a crew is untrained, the time involved in taking action strains a project timeline. United Academy leverages technology to avoid training related lost time, and respond quickly when you must. Quality training when you need it.</p> <p>Training is led by a team of certified trainers with years of experience in educating and protecting commercial, industrial and municipal workers and sites. Equipment familiarization and proper training are two very different concepts. Equipment familiarization is provided at no cost upon delivery of each piece of equipment. Proper certified training is per person cost through United Academy. We are providing all Participating Entities discounted United Academy Training. We can also help you determine when each is needed. Learner comprehension and learning preferences have evolved. United Academy gives you options: classroom instruction and blended learning. Schedule classroom training and certification or access blended e-learning 24/7. Ease of tracking training and certifications. Easy, real-time tracking and verification of training and certifications anytime, anywhere.</p> <p>Robust Library of Courses United Academy™ houses a robust library of courses and we continue to add to that library on a regular basis. Select from a robust library of courses including operator certification, train the trainer, OSHA required training, Confined Space Entry, and Competent Person Trenching and Excavation. Several courses are available in English, French, and Spanish.</p> <p>Skilled Trainers Safety training is not new to United Rentals. Over the years we have built one of the largest and most professional training teams in the industry with over dedicated, full time safety trainers supporting United Academy across the USA and Canada. In addition, we have hundreds of certified trainers and evaluators located in many of our 1,000 branches. Our full-time trainers have years of experience educating workers on safety and many have been working in our industry for years in various capacities.</p> <p>Classes in Multiple Formats To meet our customers' demand for various learning styles, we offer select classes in multiple formats, including:</p> <ul style="list-style-type: none"> • Online courses • Traditional classroom courses • Blended learning courses <p>This award-winning technology is a powerful alternative to traditional classroom training. Blended learning challenges trainees in realistic scenarios online, then calls for them to be evaluated in-person. Our blended learning is available online 24/7. This interactive learning increases operator competency, skill retention and productivity. The theory and game-based learning (online) is completed in modules at your convenience. By offering our courses in various formats, United Academy™ training can be done onsite at our</p>

customers' locations or at one of our many participating branches throughout the U.S. and Canada. Alternatively, customers can get 24/7 access to online training that won't conflict with workdays or project deadlines.

Online Training Profile

Sourcewell can save time and money by storing and maintaining training and certifications in United Academy. Records for each course taken through the Academy are stored in our online database and a training profile is created for every account holder. Users can also store additional records for training taken outside of United Academy so that they can build a comprehensive training transcript. Company administrators can set which email addresses receive alerts.

Wallet Card

Replace several tattered and work paper training cards with United Academy's single, universal wallet card and free United Academy App. Sourcewell can access their employee's Training Profile anywhere and anytime. All you have to do is key in the personal identification codes into a computer or scan the QR code on the card with a smartphone or tablet for instant access. Our wallet card is secure and credit card quality so it won't tear or become damaged by the elements. Wallet cards are sent to United Academy account holders after completing their first Academy course.

37	Describe any technological advances that your proposed products or services offer.	<p>United Rentals is the industry leader in every major measurable category within the industry, and reports those results to prove as much. No other organization invests the time, money, and effort to differentiate the level of service provided. United Rentals is truly driven around major industrial clients, and Sourcewell is an ideal fit for the level of service that we provide.</p> <p>Service programs and innovative techniques, combined with the most robust fleet in the industry provide the highest level of equipment quality. Cutting edge technology like Total Control and GPS utilization management provide Sourcewell with a level of service and reliability that is best in the industry and constantly evolving. Overall costs of rental and overall Total Cost of Rental Operation (TCRO) value provided are unmatched because of the unique proactive measures afforded by the Managed Services Strategy, Total Control, and Key Performance Indicators (KPIs). No other strategy can produce effective and measurable savings.</p> <p>Unlike other vendors who continually outsource delivery services to unqualified towing services or third-party freight providers, United Rentals' fleet of delivery vehicles is rated exemplary by the Department of Transportation and provides Sourcewell with access to trained, professional delivery personnel that are familiar with every United Rentals product and understand Sourcewell's safety requirements. These delivery vehicles are tracked and managed using GPS Services to ensure accurate, timely deliveries to Sourcewell. Service levels are unmatched and are aided by United Rentals' internal maintenance facilities' technology to ensure every piece of equipment is thoroughly inspected and service prior to delivery to Sourcewell. Manufacturer recommended preventive maintenance programs are implemented allowing for proactive control and inspection on a periodic basis, ensuring Sourcewell's rented equipment performs at the highest level. Lastly, United Rentals' dynamic fleet allows for unmatched flexibility with regards to overall equipment availability and service.</p> <p>Some of the key skill sets include:</p> <ul style="list-style-type: none"> • Total Control • EDI Capability • Ability to manage Sourcewell owned fleet as well as re-rent • Single line of sight to all rental items
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Sustainability is a major, ongoing focus of United Rentals as part of our commitment to Corporate Responsibility. Our company has implemented Sustainable Growth initiatives in the areas of facilities, fleet and logistics. We believe that these initiatives will result in the reduction of our total cost of operation and will safeguard the environment, while helping our customers reduce their own carbon footprints.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We have the ability to track the energy use and GHG emissions of our own facilities, as well as our vehicles transporting equipment and tools to and from jobsites. However, it's far more complex to document the impact of our products once they leave our control and are in the hands of our customers.</p> <p>Through the use of telematics technology, we're beginning to gain insights into how our customers use our products. In the coming years, our goal is to have real-time input on fuel consumption, emissions, safety, and the performance of our tools and equipment on jobsites, and use this data to help our customers utilize our products more efficiently, with a lighter carbon footprint.</p>

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>We're proud to have been named by Forbes magazine as one of the world's top employers. Still, we never take our people for granted. They are the key to our success with Sourcewell over nearly 10 years we have been supporting this contract. Through our team of experts. United Rentals deploys \$14.3 billion of fleet (original equipment cost) through approximately 1,181 branches, a centralized reservation service and automated online ordering. Our branches are fully integrated through technology, allowing them to collaborate on solving customer needs.</p> <p>Some of the unique resources we bring to the Participating Entities are:</p> <p>Our most important differentiator is safety, because of its vital importance to our employees and customers. Unsafe behavior can have a direct impact on our business and yours. The United Rentals safety culture takes a no-compromise approach to loss prevention and safe behavior. Examples of safety initiatives include the company's Injury and Illness Prevention Program, branch safety meetings, driver safety programs and the United Academy® training and certification management portal for customers and employees. In 2019, we had a total recordable incident rate (TRIR) of 0.79, toward a goal of zero.</p> <p>Total Control® is our proprietary software suite that provides customers with a single, transformative solution for equipment productivity. Total Control helps customers manage their equipment fleets in real time through greater visibility and accountability, with the goal of improving the utilization of resources. By reducing downtime and avoiding on-site productivity gaps, Total Control can help a customer cut annual equipment rental costs by up to a third.</p> <p>While United Rentals has always responded to disasters near our locations, in 2018 we began to take a more structured approach to our response. We've trained a first-responder team comprising more than 800 company volunteers across North America, whose first objective in any emergency is to help our employees who have been affected.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>For Rentals: United warrants that upon delivery the equipment rented hereunder will be in good working condition. If the equipment is not in good working condition upon delivery, United shall promptly repair or replace the equipment at its sole cost and expense. If the equipment requires repair or replacement during the rental period, United will promptly repair or replace the equipment at its sole cost and expense; provided, however, if the repair or replacement is necessary due to Sourcewell Member's abuse, misuse or neglect, then the Sourcewell Member will be responsible for the cost of such repair or replacement. EXCEPT AS SET FORTH HEREIN UNITED DISCLAIMS</p>

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTAL OF EQUIPMENT.

For Purchases of New Equipment:

The only warranty provided with the equipment sold herein is the warranty provided by the original equipment manufacturer ("OEM"). United will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim is approved by the OEM and the OEM authorizes United to repair or replace the equipment, United will do so. ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED."

For Purchases of Used Equipment: United shall assign to the any remaining warranty from the original equipment manufacturer ("OEM") to the extent assignable. United makes no warranties express or implied with respect to the any used equipment being sold and all warranties, express or implied are disclaimed.

In lieu of providing a warranty on the sale of used equipment, United will offer its United Guard service contract. Subject to the United Guard terms and conditions, United will perform the services outlines therein at the fees set forth therein.

- A copy of the United Guard Terms and Conditions is attached.

For Service: United warrants the services will be performed in a good and workmanlike manner. The duration of the warranty shall be 30 days after the service is completed. If during the 30-day warranty period the equipment requires additional service, because of defective original service or a defective replacement part(s), then United will re-perform the defective service and/or replace the defective part at its sole cost and expense. If the equipment has been subject to abuse, misuse or neglect, United shall have no obligation to re-perform the service or replace any part(s).

The only warranty on replacement parts provided with United's service herein is the warranty provided by the original equipment manufacturer ("OEM"). United will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim on such replacement part is approved by the OEM and the OEM authorizes United to repair or replace the part, United will do so.

EXCEPT AS SET FORTH HEREIN BIDDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO REPLACEMENT PARTS AND SERVICE OF EQUIPMENT.

For Damage to Rental Equipment: All of our rental equipment is owned by United Rentals, and all preventative and regular use maintenance will be taken care of by United Rentals. For costs due to damage, Sourcewell participating entities will have our Rental Protection Plan (RPP). It is a simple, affordable and smart way to protect yourself from the unforeseen. United Rentals offers a comprehensive program to provide you with added protection for the most common problems:

- Accidental damage to United Rentals equipment and vehicles
- Theft of United Rentals equipment and vehicles do have the option to provide

The participating entities can opt-out of RPP by providing a Certificate of Insurance with the applicable property insurance.

43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>For Rentals. Yes. As stated above, United will repair or replace equipment at its sole cost and expense during the rental period if the equipment needs repair or replacement. However, if the equipment needs repair or replacement due to any other reason that defect in the equipment, United's negligence or reasonable wear and tear, the Sourcewell participating entity will be responsible for the cost of repair or replace.</p> <p>Reasonable wear and tear of the rental equipment shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use on a one shift (8 hours per day, 40 hours per week) basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication, insertion of improper fuel, or maintenance of necessary oil, water and air pressure levels; (b) except where United expressly assumes the obligation to service or maintain the equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the equipment; (d) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) any other damage to the equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the equipment shall be made to the reasonable satisfaction of United and in a manner which will not adversely affect the operation, manufacturer's design or value of the equipment.</p> <p>Also, Customers agree to check filters, oil, fluid levels and tire air pressure, to clean and visually inspect the equipment daily and to immediately notify United when equipment needs repair or maintenance. Should the equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the equipment and immediately notify United.</p> <p>In the case of the loss or destruction of any equipment, or inability or failure to return same to United for any reason whatsoever, Customer will pay United the then full replacement list value of the equipment together with the full rental rate as specified until such equipment is replaced. If the equipment is returned in a damaged or excessively worn condition, Customer shall pay United the reasonable cost of repair and pay rental on the equipment at the regular rental rate until all repairs have been completed. Repair or replacement of tires and tubes is the responsibility of Customer.</p> <p>For New and Used Equipment Sales. As state above, the only warranty available for new or used equipment is the warranty provided by the OEM. Any restrictions or limitation would be set forth in the OEM warranty.</p>
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>For Rentals. Costs including technician travel time that are associated with service required due to defects in the equipment, reasonable wear and tear or United negligence is the responsibility of United Rentals. The cost of Service required for any other reason will the participating entities' responsibility.</p> <p>For New and Used Equipment Sales. The OEM warranty will set forth what expenses are covered.</p>

45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>For Rentals. All branches in the United States and Canada have in-house technicians available to service and maintain our equipment. Therefore, all regions we provide service to will also have access to certified technicians.</p> <p>For New and Used Equipment Sales. Subject to approval of the warranty claim by the OEM and subject to authorization from the OEM to perform work, as stated above, all branches in the United States and Canada have in-house technicians available to service and maintain our equipment. Therefore, all regions we provide service to will also have access to certified technicians.</p>	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>United is not the original equipment manufacturer ("OEM") on any of the equipment it rents or sells. United is certified to perform warranty service by many OEMs. Upon acceptance of a warranty claim by the OEM and upon the OEM authorizing United to perform service, United is able to perform warranty service on many OEM's equipment.. We strive to lead our industry in service performance, particularly when it comes to equipment maintenance and readiness for rental. United Rentals invests in our service personnel to ensure that they are up to speed on manufacturer's service requirement with internal or manufacturer sponsored training. We have also invested heavily in resources designed to make our company more efficient in maintaining our equipment to the highest standards. All 1180+ United Rentals locations use the same systems in order to ensure that Preventive Maintenance, ANSI inspections and manufacturer's service bulletins are being completed with integrity per our company procedure. United Rentals is responsible for the costs associated with inspecting and servicing our owned equipment. If requested, United Rentals can also provide inspections and services on equipment owned by our customers at mutually agreed upon rates.</p> <p>Some of the specific procedures are:</p> <ul style="list-style-type: none"> • Preventive maintenance: PM's are governed by the stricter of two regulatory programs: Either 1) Per manufacturer's recommendation of service requirement or; 2) Perform an inspection inside of 90 days and / or service of the equipment with 250 operating hours. The "Rental Flow" process also tracks pending PM's due for service personnel to monitor. These PM's are performed at our locations as well as at customer locations by qualified field service technicians. • ANSI inspections on aerial equipment, booms and scissors, are required by law. United Rentals has a NO-EXCEPTIONS policy related to ANSI inspections; if a unit does not receive this inspection within a year from its last date, it is taken out of rental service. • Manufacturer's service bulletins are handled as United Rentals is notified, either in our shops or in the field. 	*
47	What are your proposed exchange and return programs and policies?	<p>For Rentals. If a piece of equipment is not operating properly, United Rentals will deploy one of its factory-trained technicians to perform the repair and/or supply the necessary parts. United Rentals promptly responds to repair and maintenance service calls – typically within two to four hours. In the event the equipment cannot be repaired on site, United Rentals will replace the equipment as quickly as it can.</p> <p>For New and Used Equipment Sales. Exchange and return programs/policies are determined by the OEM.</p>	*

48	Describe any service contract options for the items included in your proposal.	<p>For Rentals. Please note that service is provided at no cost to customer, unless such service is due to customer's fault. Please refer to service labor pricing included in our pricing spreadsheet. All branches have in-house technicians available to service and maintain our equipment.</p> <p>For Customer-owned equipment. If the customer has owned equipment, they can chose to utilize our Customer Equipment Solutions team to manage and perform the equipment service needs. We have a dedicated team and dedicated service technicians that solely work on customer owned equipment and do not work on our rental fleet.</p> <p>For New and Used Equipment Sales. In addition, any Sourcewell participating entity may purchase a United Guard Service Contract with the purchase of equipment as mentioned above.</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Our pricing terms are Due Upon Receipt.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	We cannot offer leasing or financing options through United Rentals, however we have experience working with Sourcwell awarded lending and other partners when the customer requests this option.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	<p>Our Government Sales and Service Center (GSSC) will process all orders. Providing a centralized location for all orders, allows consistency and a stronger account knowledge to support the decentralized system of orders submitted by the many end users. Additionally, the end users will have full account visibility through our UR Control System.</p> <p>Customers are able to use the GSSC team to submit orders through phone or email. Our system can be set up to require POs as well through customer request. All participating entities' accounts will be set up with Sourcwell pricing so each rental will at the negotiated rates regardless if the customer or internal order taker remembers to mention the contract. Customers can also go through their local sales representative or branch to place orders.</p> <p>The more time people and departments spend using UR Control®, the more ways they find that it helps their company be better at managing rentals. Before, during, and after the rental process, UR Control gives users access to the types of information used to make the best business decisions. Renting only what you need, when you need it helps you reduce rental costs by optimizing the amount, length, and utilization of equipment on rent.</p> <p>Full visibility of rental activities across your organization</p> <ul style="list-style-type: none"> • View overdue and upcoming return dates • Extend rentals or request pick-up • Add and update PO numbers • GPS data <p>Comprehensive account management</p> <ul style="list-style-type: none"> • Real-time invoice and payment history • Download summary and detail billing data • Invoice availability & support <p>Customized flexible reporting</p> <ul style="list-style-type: none"> • Report live or historical rental information on nearly any subject (equipment on rent, rental history, hundreds of more report styles) <p>Our compliance specialists, Sonia Gregory and Alfred Brown, work within our reporting system to provide quarterly reports to Sourcwell and will work to process all administrative fees owed.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes we do accept P-card procurement and payment with no additional charges.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please see our attached pricing spreadsheet. United Rentals is providing a national net pricing structure as you will see on the attached pricing spreadsheet. This is not a percentage discount program. All pricing is NOT TO EXCEED and our sales representatives will be encouraged to provide local market pricing if it happens to be lower than the contract price although this is not a common occurrence.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	United Rentals is providing a national net pricing structure as you will see on the attached pricing spreadsheet. This is not a percentage discount program. All pricing is NOT TO EXCEED and our sales representatives will be encouraged to provide local market pricing if it happens to be lower than the contract price although this is not a common occurrence.
55	Describe any quantity or volume discounts or rebate programs that you offer.	This is a NOT TO EXCEED contract. Customers can negotiate volume pricing locally on a case by case basis.
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	As with normal requests, United Rentals will field off-schedule requests through local territory representatives or our Government Customer Care Center. This will enable us to provide first-class service to Sourcewell members through our knowledgeable team. Our philosophy is that no request is unreasonable and will be investigated to the fullest. Our strategy will be to field requests and factor in rental patterns, demands for new technology or advances in equipment efficiencies, and enactment of new legislation, affecting equipment. If we see a spike in a certain category, we will ask Sourcewell to determine if the equipment can be added to our schedule. For Sourcewell members, we would like to propose a NOT TO EXCEED markup of 24% on the total invoice cost from a 3rd Party Rental Vendor.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Installation, set up costs for Specialty equipment rental Solutions United Rentals' proposal includes items for specialty equipment solutions such as installation, set up, mandatory training, or initial inspection, the costs of which will be negotiated at the time of the rental quote. Power and HVAC Services may include power and HVAC system start-up support, installation of low voltage cables, installation of temporary chilled water piping, on-site training for Customer's employees, 24/7 technical assistance and on-site support, and monitoring of selected installing trades. Trench Services may include the engineering, delivery and pickup of the trench/shoring system (the "System"). Scaffolding Services may include the installation and dismantling of scaffolding, including all parts and accessories Portable Restroom Services- Additional fees may be charged for tip-overs, relocation of the units on the same site and vandalism/graffiti. Fluid Solutions may include the design, installation, operation, ongoing maintenance, monitoring, and dismantling of the Fluid Solutions system ("Fluid Solutions Services"). Multiple shift for generators and other power equipment Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one-shift" usage based on an eight (8) hours per day, 40 hours per week and 160 hours per four-week period. On power equipment, operations in excess of one shift will be as follows: one and one-half times the rental charge for double shift and two times the rental charge for triple shift. Refueling Service Charge Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refueling Service Charge may

vary depending on the rate being charged by the branch location on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a full tank of fuel.

Tire Repair

Repair or replacement of tires and tubes on Equipment is the responsibility of Customer and is not included in the rental rate.

Environmental Fee

Due to the hazardous nature of some of our waste products, United Rentals charges an Environmental Service Charge on rental invoices for equipment which contains an internal combustion engine, hydraulic oils or similar components. The Charge is 1.84% of the rental charge, with a maximum charge of \$99 per invoice. This charge is not a tax or government mandated fee. We are offering to waive this fee for this new contract in order to provide the participating entities additional new savings.

Additional Fees

Some government entities have special fees, such as the SMM fee in Colorado (Texas and Maryland have similar fees). These fees are setup by local/state government entities, and are charged at the direction of local/state laws. United Rentals passes these fees directly to the customer with no markup. These fees are usually negligible in nature and are included quotes provided by our branches.

Rental Protection Plan

United Rentals offers an OPTIONAL, affordable and smart way to protect your agency from the unforeseen. The plan covers accidental damage or theft of United Rentals equipment. This RPP coverage must be selected prior to delivery of the equipment. Additional details can be requested from your local branch. See attached document for additional information on our RPP program. Non-governmental agencies (non-profits, NGO, etc.) will be required to provide a certificate of insurance in order to opt out of the RPP program.

United Guard

Full coverage offered for used equipment (OPTIONAL). Equipment over \$2,500 that is eligible for United Guard™ must be nine years old or newer. Licensed vehicles are not eligible for United Guard. Used equipment must be in rental ready condition at time of sale. United Guard is available within 72 hours of equipment purchase and cannot be renewed once the term expires. Other conditions and restrictions may apply. We have also provided additional information about United Guard™ in the documents section.

58	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Standard Delivery during normal working hours Delivery/Pickup Charges – \$120 flat charge (each way) then \$3.95 per mile After Hours, Weekends, and Holidays An additional call out fee may be incurred, and will be communicated at the time of request. Please refer to pricing table under Service/Labor for hourly rates that would be applicable to support the call out charges. Third Party Hauling In a situation where both parties mutually agree to utilize a third party hauler please refer to pricing tab “Third Party Rentals” for applicable charges. Oversize/Permitted Loads All applicable fees will be communicated at time of service. Field Automation Strategy & Technology (FAST) The Field Automation Strategy and Technology (FAST) program builds on the current strengths of our field platform with new technologies and procedures that support operations. This program is focused on supporting branches in improving delivery and pickup scheduling, route mapping, and overall equipment transportation performance. This includes equipment bar-coding, handheld devices for drivers, new dispatch capabilities, and procedural improvements. FAST makes the Rental Flow process more user-friendly for customers and for United Rentals. Sourcewell member advantages</p> <ul style="list-style-type: none"> • Route Optimization and turn by turn directions increases the likeliness of on time delivery and expedited pick up when called off rent • Real-time visibility of the status of delivery's and or location truck • Actionable alerts for deliveries in jeopardy for real time customer updates • Electronic condition reports with embedded pictures of the equipment upon delivery and pick up • One electronic signature covers all legal documentation • Contract can be e-faxed or emailed to customers preferred address right from the drivers Hand Held Computer / Jobsite <p>Sustainability Advantages</p> <ul style="list-style-type: none"> • Reduction in Carbon foot print by optimized routing reduces mile driven and fuel used • Electronic contracts and condition reports • GPS tracking & monitoring of delivery fleet • Reduced engine idle time and fuel used <p>Reduced tire and maintenance cost</p> <ul style="list-style-type: none"> • Paperless DOT Driver logs <p>Safety Advantages</p> <ul style="list-style-type: none"> • GPS tracking & monitoring of delivery fleet: Speeding and hard braking alerts • Reduced vehicle accident claims <p>Electronic Driver logs</p> <ul style="list-style-type: none"> • Higher level of DOT compliance • Higher level of vehicle maintenance
59	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>No restrictions or additional charges in AK as United Rentals has 2 locations in state. United Rentals currently does not have a location in Hawaii, and would only deliver on a case by case basis that would be negotiated up front with Sourcewell members. United Rentals can service Puerto Rico and the US Virgin Islands, these delivery charges will be negotiated on a case by case basis if equipment is not available on location.</p> <p>Standard Delivery/Pick-up during normal working hours in Canada</p> <p>159 CAN\$ flat rate (each way) plus 3.25 CAN\$ per kilometer</p>

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All delivery options discussed in pervious question. If a unique situation arises that is not covered under the previous options, United Rentals and the requesting Sourcwell member will negotiate at time of request.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>The United Rentals government team will be available to provide up-to-date information. In addition to direct communication with the team a sample report has been provided in the response.</p> <p>United Rentals customer quotes, orders, change orders and updates are recorded within United Rentals' RentalMan computerized rental system. They are recorded in date order, with unique, individualized numerical designations. Customer accounts are identified as eligible to utilize the Sourcwell contract and are identified further within the RentalMan system with a customer level code and United Rentals' pricing agreement for the contract will be loaded into the customer account file.</p> <p>United Rentals will identify and report all product/equipment sourced as part of a Sourcwell contact purchases and provide timely payment of administrative fees to Sourcwell.</p> <p>On a quarterly basis, we will perform analysis of the detailed pricing file, review the pricing agreement for accuracy or updates/changes, and audit the individual customer invoices and transactions for accuracy and compliance with the contract.</p>	*
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	United Rentals proposes a 2% administrative fee on all eligible sales and rentals. This represents a 0.25% increase in administrative fees from the current contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>United Rentals serves its customers as a single-source solution, provided through two business segments: General Rentals and Specialty Rentals: General Rentals offers construction, industrial and homeowner equipment for rent, and related services. Specialty Rentals includes the rental of equipment and tools for underground construction, temporary power, climate control, fluid solutions, disaster recovery, onsite tool management, portable sanitation, and related services.</p> <p>Related Services include United Academy Safety Training, Customer Equipment Servicing, New and Used Equipment Sales, and Third Party Rentals. Please see our attached proposal document for a comprehensive product offering.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Below is a high-level listing of the equipment categories we can provide.</p> <p>Gen Rent / Aerial</p> <ul style="list-style-type: none"> • Forklifts • Boom Lifts • Excavators • Scissor Lifts • Compressors • Skid steers • Light Towers <p>Power & HVAC</p> <ul style="list-style-type: none"> • Generators • Dehumidifiers • Climate Control • Transformers • Power Distribution Panels <p>Fluid Solutions</p> <ul style="list-style-type: none"> • Pumps • Containment • Filtration Systems • Fluid Transfer • Accessories • Hose, Pipe, & Fittings <p>Tool Solutions</p> <ul style="list-style-type: none"> • Electrical & Hand Tools • Welding • Mobile Tool Rooms • Custom Boxes • Industrial Blinds • Safety Wearables <p>Trench Safety</p> <ul style="list-style-type: none"> • Shoring & Shielding • Engineered Systems • Road Plates • Confined Space Safety <p>Onsite Services</p> <ul style="list-style-type: none"> • Portable Restrooms • Restroom Trailers • Hand-washing Stations • Shower Trailers <p>United Academy – Safety Training</p> <ul style="list-style-type: none"> • Operator Certification Training • Jobsite Safety Training • OSHA Certified Training <p>Customer Equipment Servicing</p> <ul style="list-style-type: none"> • Preventative Maintenance • Annual and Quarterly Inspections • Servicing Downed Equipment

		<p>New & Used Equipment Sales</p> <ul style="list-style-type: none">• United Rentals sells the equipment that ages out of our rental fleet.• We currently represent approximately 280 manufacturers that have authorized United Rentals to sale New Equipment to Sourcewell members. For this contract our pricing will be setup as a “cost plus” model. Additional details and allowable margins can be found in the pricing file under the New and Used Equipment tab. Provides Rental Fleet Customers with quality used equipment that has always been worked on by manufacturer trained United Rentals technicians.• Keeps our rental fleet at a young age for the customers. <p>Third Party Rentals</p> <ul style="list-style-type: none">• United Rentals is providing a re-rental option. We can find equipment from another company and rent it under one United Rentals invoice when needed if our own fleet is out of the requested equipment or doesn't carry it.
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided to further clarify your offering, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Construction Equipment (describe heavy, medium or light in Comment field)	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
67	Construction Tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
68	Electrical Tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
69	Heating, Ventilation and Air Conditioning (HVAC) Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
70	Material Handling Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
71	Pumps	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
72	Concrete and Masonry Equipment and Tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
73	Public Works and Utility Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
74	Trucks and Trailers	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
75	Waste and Debris Handling Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
76	Generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
77	Tree, Lawn, and Landscape Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
78	Snow and Ice Removal Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
79	Facility Maintenance and Cleaning Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
80	Safety Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
81	Temporary Shelters and Seating	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
82	Audio Visual Equipment and Public Address Systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
83	Portable Sign Boards, Portable Traffic Signals, Road Barricades and Signs	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
84	Environmental conditions or Emissions Monitoring Equipment, Calibration and Testing Equipment, and Imaging Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
85	Delivery, Installation or Setup, Removal, Repair, Maintenance, Equipment Training Programs, Safety Training Programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
86	Used Rental Equipment Sales	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A

Table 15: Industry Specific Questions

Line Item	Question	Response *
87	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>The list below are some of the internal metrics that will be tracked and measured to substantiate success of the contract.</p> <ul style="list-style-type: none"> # of accounts utilizing Sourcewell Revenue per account utilizing Sourcewell Total Revenue under contract Account Growth Declining and Inactive Accounts <p>As an example, within the last six months 7,190 Sourcewell members have utilized the current United Rentals' Sourcewell contract.</p>
88	Identify any additional costs not included in the rental equipment cost, such as delivery fees, loading and unloading fees, equipment fuel surcharges, environmental fees or permits.	<p>Installation, set up costs for Specialty equipment rental Solutions</p> <p>United Rentals' proposal includes items for specialty equipment solutions such as installation, set up, mandatory training, or initial inspection, the costs of which will be negotiated at the time of the rental quote.</p> <p>Power and HVAC Services may include power and HVAC system start-up support, installation of low voltage cables, installation of temporary chilled water piping, on-site training for Customer's employees, 24/7 technical assistance and on-site support, and monitoring of selected installing trades.</p> <p>Trench Services may include the engineering, delivery and pickup of the trench/shoring system (the "System").</p> <p>Scaffolding Services may include the installation and dismantling of scaffolding, including all parts and accessories</p> <p>Portable Restroom Services- Additional fees may be charged for tip-overs, relocation of the units on the same site and vandalism/graffiti.</p> <p>Fluid Solutions may include the design, installation, operation, ongoing maintenance, monitoring, and dismantling of the Fluid Solutions system ("Fluid Solutions Services").</p> <p>Multiple shift for generators and other power equipment Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one-shift" usage based on an eight (8) hours per day, 40 hours per week and 160 hours per four-week period. On power equipment, operations in excess of one shift will be as follows: one and one-half times the rental charge for double shift and two times the rental charge for triple shift.</p> <p>Refueling Service Charge Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refueling Service Charge may vary depending on the rate being charged by the branch location on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a full tank of fuel.</p> <p>Tire Repair Repair or replacement of tires and tubes on Equipment is the responsibility of Customer and is not included in the rental rate.</p> <p>Environmental Fee Due to the hazardous nature of some of our waste products, United Rentals charges an Environmental Service Charge on rental invoices for equipment which contains an internal combustion engine, hydraulic oils or similar components. The Charge is 1.84% of the rental charge, with a maximum charge of \$99 per invoice. This charge is not a tax or government mandated fee. We are offering to waive this fee for this new contract in order to provide the participating</p>

		<p>entities additional new savings.</p> <p>Additional Fees Some government entities have special fees, such as the SMM fee in Colorado (Texas and Maryland have similar fees). These fees are setup by local/state government entities, and are charged at the direction of local/state laws. United Rentals passes these fees directly to the customer with no markup. These fees are usually negligible in nature and are included quotes provided by our branches.</p> <p>Rental Protection Plan United Rentals offers an OPTIONAL, affordable and smart way to protect your agency from the unforeseen. The plan covers accidental damage or theft of United Rentals equipment. This RPP coverage must be selected prior to delivery of the equipment. Additional details can be requested from your local branch. See attached document for additional information on our RPP program. Non-governmental agencies (non-profits, NGO, etc.) will be required to provide a certificate of insurance in order to opt out of the RPP program.</p> <p>United Guard Full coverage offered for used equipment (OPTIONAL). Equipment over \$2,500 that is eligible for United Guard™ must be nine years old or newer. Licensed vehicles are not eligible for United Guard. Used equipment must be in rental ready condition at time of sale. United Guard is available within 72 hours of equipment purchase and cannot be renewed once the term expires. Other conditions and restrictions may apply. We have also provided additional information about United Guard™ in the documents section.</p> <p>Standard Delivery during normal working hours Delivery/Pickup Charges – \$120 flat charge (each way) then \$3.95 per mile Standard Delivery/Pick-up during normal working hours in Canada</p> <p>159 CAN\$ flat rate (each way) plus 3.25 CAN\$ per kilometer</p>	
89	Describe your rent-to-buy option program for new rental equipment, if applicable.	We do not offer rent-to-buy options for new equipment.	*
90	Describe your used rental equipment sales program, if applicable.	<p>United Rentals sells top-quality used equipment that is sourced directly from leading manufacturers.</p> <ul style="list-style-type: none"> • Customers can buy with confidence, as this equipment is expertly maintained by the same team that services the United Rentals fleet. • Customers can continue to rely on United Rentals for maintenance of any purchased equipment through its Customer Equipment Solutions. 	*
91	Describe any training programs related to this proposal, such as OSHA training, safety training, or other related certifications.	<p>United Rentals solves customer safety challenges through instructor-led, online, blended, and virtual reality training through our United Academy.</p> <ul style="list-style-type: none"> • With more than 80 full-time trainers and more than 400 Certified Evaluators across North America, we were able to train 90,000 customers in 2019. • Our course offerings span equipment operator training, required OSHA courses, and Trench Safety training. • Simplified training management with record consolidation, certification tracking, and individualized wallet cards. 	*

92	Describe maintenance responsibility (e.g., vendor or end user) related to long-term rentals.	<p>You don't have time to mess around. United Rentals understands. From our shop to field mechanics, our teams of professionals perform detailed maintenance to keep the equipment on your site working. United Rentals strives to reduce rental equipment breakdowns through a rigorous quality assurance program. This starts with a thorough preventive maintenance program and rent-ready inspections then followed by a condition report so the equipment we deliver on your site is ready-to-work. Equipment productivity is never left to chance.</p> <p>United Rentals takes a number of Industry Leading steps to ensure all rental equipment performs at its' intended peak by the manufacturer. This is a dynamic and multiple step process. United Rentals' proprietary rental software tracks all owned equipment throughout its' entire life from acquisition to disposal, routes/labels equipment status, and even documents all services/PM's/annuals/and more:</p> <ul style="list-style-type: none"> • An incoming driver denotes any issues noticed on first glance regarding operations, safety, cosmetics, or any damages---notifies the dispatcher/Service Department. • Off-rent equipment that is returned to our facilities are "TRIAGED" to determine if a) can simply go to any factory trained tech or b) must be marked as "hard down" assigning a specialist to handle the process from start to finish. • A trained tech is assigned throughout the process ensuring that all safety devices are intact, general service is performed, standard repairs are made at that time, fluid levels/ changes completed, and 80+ item checklist is completed to verify piece is "Rental Ready." • It's moved to "Rent Ready Status & Ready Line" in branch. • Another check is performed on the equipment at the time of rental/loading. Driver/Yard Associate verifies all safety/ operations are sound • The Driver upon delivery performs a final equipment inspection to ensure proper safe-operations exist. <p>All of this is tracked in a sophisticated electronic system that integrates our Driver handheld units at pickup, to internal service records/scheduling for tech's, to Telematics (GPS) tracking hours to assist in service intervals, to Driver handheld units at delivery. One final manual device is a "rent ready" tag that is initialed by the tech and certifying it is ready for use</p> <p>During the rental, our system estimates use in addition to physical checks and inquiries for hour meter updates. Maintenance steps (requirements) for each category and class of equipment are tracked within our system based on hours, miles and days. Reporting is generated daily for inspection and scheduling purposes. Service and safety bulletins released by manufacturers are loaded centrally and tracked within this same reporting system. We will schedule with Sourcwell to do maintenance during a down time when equipment is on-rent.</p> <p>Customer agrees to check filters, oil, fluid levels and tire air pressure, to clean and visually inspect the equipment daily and to immediately notify United Rentals when equipment needs repair or maintenance. Should the equipment be involved in an accident, become unsafe, malfunction or require repair, customer shall immediately cease using the equipment and immediately notify United Rentals.</p>
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93	Describe procedures for repair or replacement of rental equipment that becomes inoperable during the rental period.	<p>We strive to lead our industry in service performance, particularly when it comes to equipment maintenance and readiness for rental. United Rentals invests in our service personnel to ensure that they are up to speed on manufacturer's service requirement with internal or manufacturer sponsored training. We have also invested heavily in resources designed to make our company more efficient in maintaining our equipment to the highest standards. All 1180+ United Rentals locations use the same systems in order to ensure that Preventive Maintenance, ANSI inspections and manufacturer's service bulletins are being completed with integrity per our company procedure. Some of the specific procedures are:</p> <ul style="list-style-type: none"> • Preventive maintenance: PM's are governed by the stricter of two regulatory programs: Either 1) Per manufacturer's recommendation of service requirement or; 2) Perform an inspection inside of 90 days and / or service of the equipment with 250 operating hours. The "Rental Flow" process also tracks pending PM's due for service personnel to monitor. These PM's are performed at our locations as well as at customer locations by qualified field service technicians. • ANSI inspections on aerial equipment, booms and scissors, are required by law. United Rentals has a NO-EXCEPTIONS policy related to ASNI inspections; if a unit does not receive this inspection within a year from its last date, it is taken out of rental service. • Manufacturer's service bulletins are handled as United Rentals is notified, either in our shops or in the field. <p>United Rentals can provide a response to issues within 2 hours and a full resolution to issues within 24 hours to Sourcwell participating entities. In the unlikely event that a problem should arise, Sourcwell simply needs to contact the local branch or the 24-Hour National Account Customer Solution Center to advise them of the issue. United Rentals will then work with Sourcwell to amicably resolve the issue to the parties' mutual satisfaction. To the extent there is a problem with a piece of equipment, United Rentals will deploy one of its factory-trained technicians to perform the repair and/or supply the necessary parts. United Rentals promptly responds to repair and maintenance service calls. Our qualified staff routinely handles situations over the phone to gain instant resolution, or assist in a faster "triage" of the equipment prior to arriving on site. In the event the equipment cannot be repaired on site, United Rentals will replace the equipment as quickly as it can.</p>
94	Explain the procedures and timelines for providing equipment to a vendor or dealer location that does not have a piece of equipment in inventory.	<p>A request for equipment can be made through the Government Sales and Service Center – getting the requested equipment to the member will be handled on a case by case basis and members will be notified of a timeframe of availability and delivery. Re-Rent Policy: Occasionally, equipment that is not in the UR network may be sourced from outside the company. This service is rare due to our fleet size and our ability to share equipment between branches. In order to provide maximum responsiveness for our customers, any equipment that is re-rented will be charged a locally managed mark-up from the inter-company discounted rate and will not be subject to the pricing discount agreement with Sourcwell, but negotiated with the member prior to purchase order award.</p>

95	Describe the extent to which your proposal includes a customer owned equipment repair program. f applicable, describe the types of repair procedures, including transportation, on-site repair, labor and parts costs, or warranty offering.	<p>How you manage your fleet can have a big impact on driving overall worksite performance. And that's why we created a site-specific Fleet Maintenance Management Program to help you maintain-and manage-your owned equipment and site vehicles using the same systems, processes and expertise we apply every day to our more than 14+ billion dollars in fleet.</p> <p>From inspections and repairs to utilization tracking and strategic consulting, our experts can keep your assets ready when you are-and help you get the most from your investment in fleet.</p> <p>Working together, we'll build out a site-specific program that maximizes the benefits based on your site's needs. You focus on running your worksite, while we turn the challenges of managing your fleet into an efficient, hassle-free operation.</p> <p>Primary components of most fleet management solutions include:</p> <ul style="list-style-type: none"> • Maintenance Services • Parts and Material Management • Fleet Systems • Fleet Advisory <p>We'll station a dedicated team of our factory-trained, certified mechanics right on your site. No repair is too complex, and every repair is done with the same level of quality and expertise we use to condition our more than 690K+ unit rental fleet. f we can't service something ourselves, we'll contract the right vendors on your behalf.</p> <p>We will design a parts and material program to meet the immediate needs of critical and non-essential assets while balancing the requirements (and expense!) of stocked parts to that of just-in-time delivery. We have the brands you rely on for every kind of fix, from routine tune-ups to major repair.</p> <p>All labor pricing is included in the attached pricing spreadsheet.</p>
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. t is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Financial Strength & Stability.zip - Monday June 22, 2020 14:58:13
- [Marketing Plan/Samples](#) - Sourcewell Equipment Rental Marketing Plan.zip - Tuesday June 23, 2020 12:10:31
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - RPP & United Guard.zip - Monday June 22, 2020 15:06:22
- [Pricing](#) - 2020_Sourcewell_RFP 062320 Pricing_FINAL.xlsx - Monday June 22, 2020 15:07:37
- [Additional Document](#) - Sourcewell Equipment Rental RFP 062320.pdf - Monday June 22, 2020 15:09:14

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign

Assets Control of the United States Department of the Treasury found at:
<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

- b. Included on the government-wide exclusions lists in the United States System for Award Management found at:
<https://www.sam.gov/portal/3>; or
- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Craig A. Schmidt, Vice President National Accounts, United Rentals (North America), Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_Equipment_Rental_RFP_062320 Mon June 15 2020 09:00 AM	<input checked="" type="checkbox"/>	1
Addendum_7_Equipment_Rental_RFP_062320 Tue June 9 2020 03:02 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Equipment_Rental_RFP_062320 Mon June 8 2020 03:27 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Equipment_Rental_RFP_062320 Wed June 3 2020 04:28 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Equipment_Rental_RFP_062320 Wed June 3 2020 07:49 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Equipment_Rental_RFP_062320 Mon June 1 2020 09:20 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Equipment_Rental_RFP_062320 Tue May 12 2020 04:30 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Equipment_Rental_RFP_062320 Tue May 5 2020 02:24 PM	<input checked="" type="checkbox"/>	1