

MA 18P 20100600000000000040  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 10/06/20

**Expiration Date:** 06/11/28

**Master Agreement Description:** Equipment Rentals - Sourcwell 040924-URI

**Buyer Information**

William Allen 207-624-7871 ext. WJE.Allen@maine.gov

**Issuer Information**

Donny Crockett 207-287-6522 ext. Donny.Crockett@maine.gov

**Requestor Information**

Donny Crockett 207-287-6522 ext. Donny.Crockett@maine.gov

**Agreement Reporting Categories**

**Reason For Modification:** Renewal Agreement Valid Through June 11, 2028

**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 - Sourcewell 040924-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).

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	10/06/20	06/11/28
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

**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:  
 9/10/2024  
Signature \_\_\_\_\_ Date

David Morris, Acting Chief Procurement Officer

Vendor  
 9/10/2024  
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 Participating Addendum

Sourcewell Contract 040924-URI

**SOURCEWELL CONTRACT #: 040924-URI**

**Contractor:** United Rentals (North America), Inc.

**Contracted Commodity / Service:** Equipment Rental with Related Services

**Participating Entity:** State of Maine

**SCOPE AND PARTICIPATION:**

1. Scope: This Participating Addendum includes the entire scope of the products and services available through the Sourcewell Contract.
2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Contract between Sourcewell and the Contractor for short term Equipment Rental with Related Services. This Participating Addendum may be used by all State of Maine departments, agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state. Issues of interpretation and eligibility for participation are solely within the authority of the State of Maine Chief Procurement Officer.
3. Term: This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Contract, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

**CONTRACTOR:**

Name:	Bayne McDowell
Address:	
Telephone:	845-762-2719
Fax:	
Email:	<a href="mailto:bmcdowell@ur.com">bmcdowell@ur.com</a>

**PARTICIPATING ENTITY:**

Name:	William Allen
Address:	111 Sewall ST., SHS 9, Burton Cross Office Building, Augusta ME 04333-0009
Telephone:	207-624-7871 or 207-624-7340
Fax:	
Email:	<a href="mailto:Wje.allen@maine.gov">Wje.allen@maine.gov</a>

## **PARTICIPATING ENTITY MODIFICATIONS AND ADDITIONS TO THE SOURCEWELL CONTRACT**

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

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

- A. INVOICES AND PAYMENT: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
- B. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
- C. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
- D. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
- E. CHANGES IN THE WORK. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
- F. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for

without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

G. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.

H. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract 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 Provider shall take affirmative action to ensure that applicants are employed, and employees are treated during 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, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall 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 Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

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- e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
- g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- I. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
- J. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- K. ACCESS TO RECORDS. As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This

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subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

- L. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
- M. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
- N. GOVERNING LAW. This Contract 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 Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
- O. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
- P. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
- Q. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
- R. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the



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Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

- S. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract 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 Contract.

The State agrees that at the time it executes a purchase order for good and/or services under this Agreement it has money appropriated to pay for such goods and/or services.

- T. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- U. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

Rider C Exceptions  
 Rider B Terms and Conditions  
 Rider A Scope of Work  
 Payment Rider  
 Rider D Included at Department's Discretion  
 Rider E Included at Department's Discretion  
 Rider F Included at Department's Discretion  
 Rider G Identification of Country in which contracted work will be performed  
 Business Associate Agreement included at Department's Discretion  
 Other Included at Department's Discretion

- V. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
- W. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State

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for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

- X. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
- Y. AMENDMENT: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
- Z. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION: By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
  - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
    - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
    - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
    - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
    - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
  - c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or

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fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

5. **Lease Agreements:** All lease agreements for State of Maine departments, agencies or quasi agencies must be approved by the Procurement Services Chief Procurement Officer (CPO) before signed and implemented. Political Subdivisions may enter into lease agreements without Procurement Services CPO approval.
6. **Subcontractors:** All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's Sourcewell specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Contract.
7. **Orders:** Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Sourcewell contract unless the parties to the order agree in writing that another contract or agreement applies to the order. The State of Maine will not be responsible for any order placed by Political Subdivisions. All orders will originate from these groups, and they will be liable for all payments.

**AA. CYBERSECURITY AND PROHIBITED TECHNOLOGIES:** The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2021 (3); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2030-B.

A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, Title 5 MRSA §2030-A.

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

**PARTICIPATING ENTITY**

**CONTRACTOR**

Signature:  DocuSigned by: <i>David Morris</i> 2A644AF5681F482...	Signature: 
Name: David Morris	Name: Craig Schmidt
Title: Acting Chief Procurement Officer	Title: Vice President National Accounts
Date: 8/26/2024	Date: 8/23/2024



## **Solicitation Number: RFP #040924**

### **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 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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. Sourcewell issued a public solicitation for Rental Equipment, Products, and Related Services from which Supplier was awarded a contract.

Supplier 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.

**EXPIRATION DATE AND EXTENSION.** This Contract expires June 11, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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.

A. WARRANTY. The following warranties apply:

For equipment rentals by a Participating Entity, Supplier 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, Supplier shall promptly repair or replace the equipment at its sole cost and expense. If the equipment requires repair or replacement during the rental period, Supplier 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 SUPPLIER 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"). Supplier 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 Supplier to repair or replace the equipment, Supplier 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, Supplier 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 Supplier 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, Supplier shall have no

obligation to re-perform the service or replace any part(s). The only warranty on replacement parts provided with Supplier's service herein is the warranty provided by the original equipment manufacturer ("OEM"). Supplier 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 Supplier to repair or replace the part, Supplier will do so. EXCEPT AS SET FORTH HEREIN SUPPLIER DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO REPLACEMENT PARTS AND SERVICE OF EQUIPMENT.

B. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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, Supplier 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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**

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

- Identify the applicable Sourcewell 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 Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

#### **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**



A. **PARTICIPATION.** Sourcewell'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. Supplier 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.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities 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.** Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. 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 or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, 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 negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **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.** Supplier 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.** Supplier 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, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell 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. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

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

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six 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.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **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. INDEMNITY AND HOLD HARMLESS

As applicable, Supplier agrees to indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, caused by the negligent acts or omissions of the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier'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 their respective subsidiaries, distributors, dealers, resellers, 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. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. 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 suppliers which may be used until the next printing). Supplier 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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. 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.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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.

## 18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier 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.* Supplier 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 liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier 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 Supplier'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 Supplier 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, Supplier 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 Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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. Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. 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.** Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. 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 have additional requirements based on specific funding source terms or conditions. 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 Supplier’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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

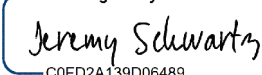
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

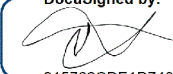
## **22. CANCELLATION**

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

Sourcewell

United Rentals (North America), Inc.

DocuSigned by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
6/11/2024 | 1:23 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
  
915762CDE1D7487...  
By: \_\_\_\_\_  
Craig Schmidt  
Title: Vice President National Accounts  
6/11/2024 | 10:49 AM PDT  
Date: \_\_\_\_\_

# RFP 040924 - Rental Equipment, Products, and Related Services

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## 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: Monday March 18, 2024 10:35:35  
Submitted On: Tuesday April 09, 2024 11:15:38  
Submitted By: Daniel Cunningham  
Email: dcunning@ur.com  
Transaction #: 331a9681-32c6-4a37-9427-b7117bb4742c  
Submitter's IP Address: 155.190.3.50

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	United Rentals (North America), Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	United Rentals of Canada, Inc. is a wholly owned subsidiary of United Rentals (North America), Inc. The ultimate parent is United Rentals Inc. United Rentals, Inc. is publicly traded under the New York Stock Exchange symbol of URI.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Our portable sanitation business is performed under the DBA of Reliable Onsite Services.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Our Cage Code is 0JXS6 and SAM UEI number is QFG7EC12DQK4.
5	Proposer Physical Address:	100 First Stamford Place Suite 700, Stamford, CT 06902
6	Proposer website address (or addresses):	www.unitedrentals.com
7	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 Schmidt Vice President, National Accounts 100 First Stamford Place, Suite 700 Stamford, CT 06902 cschmidt@ur.com 203-622-3131
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brad Laws Sr. Manager, Government Accounts 100 First Stamford Place, Suite 700 Stamford, CT 06902 jlaws@ur.com 504-915-6013
9	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 Email: govrents@ur.com

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	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>About United Rentals</p> <p>United Rentals was founded in 1997 and quickly became the world's largest equipment rental provider. Today, our company continues to build on its industry leadership with a best-in-class range of resources and the largest customer service network of its kind in North America.</p> <p>United Rentals deploys \$19.99 billion of fleet (original equipment cost) through approximately 1,524 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>Our Mission</p> <p>Our mission is to deploy the best people, equipment and solutions to enable our customers to safely build a better and stronger future. We constantly seek ways to enhance our service offering, improve the lives of our team members, give back to our communities and reduce our environmental impact through innovation and investment. Our eight core values define our relationship with society and the environment.</p> <p>Our Values</p>

**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.

**Business Philosophy**

With approximately 25,000 employees and more than 1,500 rental locations globally, we are the largest equipment rental company in the world. Our size and scale enable us to provide our customers with cutting-edge solutions and equipment, and our commitment to sustainability helps them operate jobsites safely, effectively and efficiently.

We occupy a unique position in the marketplace, between end-users and original equipment manufacturers (OEMs), and serve customers ranging from Fortune 500 companies to small businesses. Guided by our Work United® ethos, we partner with customers, communities and employees to find solutions with a shared commitment to service and safety. Our business model supports the circular economy by providing customers with rental access to one of the largest equipment and tool selections in the world. This enables customers to test new equipment or accomplish a specific task without having to purchase new, reducing the need to manufacture an estimated 400,000 pieces of equipment over United Rentals' 25 year history.

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, power distribution, highway safety, climate control, fluid solutions, disaster recovery, tool management, modular offices, mobile storage and related services.

To serve specific sectors of its customer base, United Rentals has a comprehensive National Accounts program, industrial specialists and government sales specialists. Additional customer services are provided by the company's centralized, toll-free call centers, emergency response teams, and individuals dedicated to larger accounts, such as managed services consultants and single points of contact.

**UR Worksite®**

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.

Total Control® is United Rentals' proprietary, web-based rental management software, designed to help large customers reduce equipment consumption, control costs and drive efficiencies.

UR Control® is an online rental management platform that provides unlimited access to account details, giving customers the tools to track and control equipment costs and view all rented equipment, even across multiple accounts. With UR Control, users can request equipment pickups, submit electronic (ACH) payments, and access more than a dozen customer-specific reports that support bidding, budgeting and decision-making.

Tool Management is a service for capital projects, maintenance shutdowns and turnarounds, whereby an on-site mobile tool room is established to facilitate workflow and enhance accountability.

On-Site Shop Services are offered for major capital projects through a centralized, on-site maintenance and repair facility.

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

		<p>the environment, while helping our customers reduce their own carbon footprints.                  Industry Longevity Strategy                  For the past several years, as we continued to manage the impact of global economic conditions and COVID-19, we executed a 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 and operational efficiency. Our general strategy focuses on profitability and return on invested capital, and, in particular, calls for:</p> <ul style="list-style-type: none"> <li>• A consistently superior standard of service to customers, often provided through a single lead contact who can coordinate the cross-selling of the various services we offer throughout our network. We utilize a proprietary software application, Total Control®, which provides our key customers with a single in-house software application that enables them to monitor and manage all their equipment needs. Total Control® is a unique customer offering that enables us to develop strong, long-term relationships with our larger customers. Our digital capabilities, including our Total Control® platform, allow our sales teams to provide contactless end-to-end customer service;</li> <li>• 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;</li> <li>• A continued focus on "Lean" management techniques, including kaizen processes focused on continuous improvement. We have a dedicated team responsible for reducing waste in our operational processes, with the objectives of: condensing the cycle time associated with preparing equipment for rent; optimizing our resources for delivery and pickup of equipment; improving the effectiveness and efficiency of our repair and maintenance operations; and implementing customer service best practices;</li> <li>• The continued expansion and cross-selling of adjacent specialty and services products, which enables us to provide a "one-stop" shop for our customers. We believe that the expansion of our specialty business, as exhibited by our acquisition of General Finance Corporation ("General Finance") in May 2021, as well as our tools and onsite services offerings, will further position United Rentals as a single source provider of total jobsite solutions through our extensive product and service resources and technology offerings; and</li> <li>• The pursuit of strategic acquisitions to continue to expand our core equipment rental business, as exhibited by our recently completed acquisition of assets of Ahern Rentals, which is discussed in note 4 to the consolidated financial statements. Strategic acquisitions allow us to invest our capital to expand our business, further driving our ability to accomplish our strategic goals.</li> </ul>
11	<p>What are your company's expectations in the event of an award?</p>	<p>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, 12 state-level participating addendums, and helping to get hundreds of new members to join the Sourcwell cooperative. Upon award, we expect to continue these results and grow our current success with the help of the Sourcwell team. United Rentals' expectations of Sourcwell marketing efforts to include trade shows, customer interactions, and collateral related to our contract. We would also like to work with the Sourcwell team to educate each other of our offerings and contract in order to improve customer interactions either organization will have.</p>
12	<p>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.</p>	<p>We have uploaded our 2023 Annual Report in the supporting documents section.</p>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>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 15% based on 2023 rental revenues and ARA industry estimates. The next closest competitor's market share is 11%.</p>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>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 15% based on 2023 rental revenues and ARA industry estimates. The next closest competitor's market share is 11%.</p>

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	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. 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? 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?	United Rentals' is a service provider of rental equipment and related services. Within our nine 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. 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. 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 6400 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.	*
17	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.	None	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	United Rentals is proud to be recognized by a wide range of organizations for our commitment to diversity, inclusion, veteran support and overall employee satisfaction. Our culture is built on core foundational values and we are proud of the continued recognition for our team. The below list is some of our top awards received in 2023 and 2022. For a more robust listing over the past 5 years please view our website at <a href="https://www.unitedrentals.com/our-company/awards-recognition">https://www.unitedrentals.com/our-company/awards-recognition</a> . <ul style="list-style-type: none"> <li>· 2023 G.I. JOBS Military Friendly Brand</li> <li>· 2023 G.I. JOBS Military Friendly Employers (Ranked Gold 14th consecutive year)</li> <li>· 2023 G.I. JOBS Military Friendly Supplier Diversity Program (5th consecutive year)</li> <li>· 2023 G.I. JOBS Military Spouse Friendly Employers (8th consecutive year)</li> <li>· 2023 Newsweek America's Most Responsible Companies (2nd consecutive year)</li> <li>· 2023 Newsweek America's Most Trusted Companies (Ranked 1 in our industry 3rd consecutive year)</li> <li>· 2023 Forbes The Best Employers for Women</li> <li>· 2023 Glassdoor 100 Best Places to Work (based on employee feedback)</li> <li>· 2023 Vets Indexes Employer Awards: 5 Stars</li> <li>· 2022 Military Times Best for Vets (9th consecutive year)</li> <li>· 2022 Forbes America's Best Large-sized Employers</li> <li>· 2022 Forbes Global 2000</li> <li>· 2022 Forbes World's Best Employers</li> <li>· 2022 US Veteran Magazine Top Veteran Friendly Companies</li> <li>· 2022 US Department Of Labor HIRE Vets Medallion Program</li> <li>· 2022 ABC National Inclusion, Diversity and Equity Excellence Awards (12th consecutive year)</li> <li>· 2022 Diversity Journal Innovations in Diversity Award</li> </ul>	*
20	What percentage of your sales are to the governmental sector in the past three years	United Rentals' 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 47% are non-residential construction, and 48% are non-construction, such as industrial. About 5% are homeowners, municipalities and other types.	*

21	What percentage of your sales are to the education sector in the past three years	We do not track this.	*
22	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 more than 3,200 bids / solicitations worth over \$265M. Our Government team members have decades of government and industry experience. This is the level of expertise required to keep a large sales force educated and compliant. United Rentals has four national cooperative contracts: SOURCEWELL, NASPO Value Point, HGAC, E&amp;I and HCDE Choice Partners.</p> <p>Sourcewell: United Rentals is the current contract holder for Contract 091615-URI and has held the contract since November 2010.</p> <ul style="list-style-type: none"> <li>• Sourcewell Annual Sales Volume 2021: ~\$ 50.4 million</li> <li>• Sourcewell Annual Sales Volume 2022: ~\$72.1 million</li> <li>• Sourcewell Annual Sales Volume 2023: ~\$87.6 million</li> </ul> <p>HGAC: United Rentals is a contract holder for HGAC RFP RN11-19 Supply of Rentals – Equipment &amp; Portable Facilities and has held the contract since Oct 2009.</p> <ul style="list-style-type: none"> <li>• HGAC Annual Sales Volume 2021: ~\$3.5 million</li> <li>• HGAC Annual Sales Volume 2022:~\$3.5 million</li> <li>• HGAC Annual Sales Volume 2023: ~\$5.3 million</li> </ul> <p>E&amp;I: United Rentals is a contract holder for E&amp;I Contract CNR01438 and has held the contract since August 2017. The E&amp;I cooperative only services educational institutions and does not allow for participation from states or municipalities.</p> <ul style="list-style-type: none"> <li>• E&amp;I Annual Sales Volume 2021: ~\$9 million</li> <li>• E&amp;I Annual Sales Volume 2022~ \$10.5 million</li> <li>• E&amp;I Annual Sales Volume 2023: ~\$12.5 million</li> </ul> <p>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.</p> <ul style="list-style-type: none"> <li>• Choice Partners Annual Sales Volume 2021: ~\$ 2.7 million</li> <li>• Choice Partners Annual Sales Volume 2022: ~\$3.3 million</li> <li>• Choice Partners Annual Sales Volume 2023:~\$3.9 million</li> </ul> <p>NASPO Value Point Annual Sales Volume Awarded in 2021. Master Agreement # 41156. Rental of Equipment &amp; Equipment Safety Training Awarded in March of 2021.</p> <ul style="list-style-type: none"> <li>• NASPO Value Point Annual Sales Volume 2021:- \$5.1 Million</li> <li>• NASPO Value Point Annual Sales Volume 2022: ~\$9.6 million</li> <li>• NASPO Value Point Partners Annual Sales Volume 2023:~\$10.4 million</li> </ul> <p>In addition to signing up hundreds of municipalities for membership, United Rentals has 12 states under contract with participating addendums and state level agreements (including DOT) in a total of 38 states. None of our other contracts prohibit United Rentals from fully participating with this agreement.</p>	*
23	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?	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).	*

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Volusia County	Tabatha Freedman, MBA,CPPO, CPPB, NIGP-CPP, Sr. Procurement Analyst	(386) 822-5702 TFreedman@volusia.org	*
City of Seattle	Krista Diaz, Deputy Division Director/Purchasing Manager	(206) 684-0456 krista.diaz@seattle.gov	*
State of Mississippi	Yolanda Thurman Director, Marketing, Travel and Card Programs Office of Purchasing, Travel and Fleet Management	(601-359-3409 Yolanda.Thurman@dfa.ms.gov	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** 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 *
Confidential	Government	Louisiana - LA	Repair/Replace, Temporary Rental Equipment	\$1.3 million +	\$17.5 million
Confidential	Government	California - CA	Temporary Rental Equipment	\$275,000	\$14.2 million
Confidential	Government	New York - NY	Temporary Rental Equipment	\$205,000	\$11.8 million
Confidential	Government	Texas - TX	Temporary Rental Equipment	\$190,000	\$10.6 million
Confidential	Government	District of Columbia - DC	Temporary Rental Equipment	\$485,000	\$8.4 million

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell 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 *
26	Sales force.	<p>With the largest sales force in the industry, United Rentals is well poised to support the Sourcwell participating entities across the US and Canada. We approach servicing a large national account like Sourcwell through a multi-layered team approach. Brad Laws is the Government Accounts Senior Manager and is responsible for the success of the Sourcwell program at United Rentals. He is the quarterback of the US state and local government team and works in tandem with Mark Dunlop as the lead for the Canadian entities. Under Brad are six regional Government Accounts Managers that will work with the field sales team of 6,400 industry experts. Additionally, there are a team of state level Strategic Account Managers as your Single Point of Contact, Daniel Cunningham. This robust sales team is supported by branch operations and field personnel across an extensive network of approximately 1,465 North American branch locations to effectively implement, manage and service an industrial client of Sourcwell's scope. Implementing and rolling out a national contract with Sourcwell requires a concerted effort from many levels of United Rentals' organization beyond the government accounts group. Strategic Account Managers (SAM), Outside &amp; Inside Sales Representatives (OSR &amp; ISR), Branch &amp; 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 Sourcwell's members for contract implementation and service. Current partnerships will be built upon and modeled after.</p>
27	Dealer network or other distribution methods.	<p>Sourcwell benefits from United Rentals owning all of our fleet. The following operating efficiencies help distribute our equipment to your members quickly: 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. Our fleet sharing policy increases equipment availability and the likelihood United Rentals will have the right equipment at the right time for your project. Should the nearest branch not have the equipment needed, United Rentals has a vast network of branches nearby allowing for flexibility in transferring of fleet to meet the needs of Sourcwell.</p> <p>Customer Care Center: We have a Customer Care Center ("CCC") located in Charlotte, North Carolina that handles all telephone calls 24/7/365 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.</p>

<p>28</p>	<p>Service force.</p>	<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, Sales Reps, Dispatchers, Service Technicians, and Drivers to fulfill Sourcewell's equipment and service needs. Our in-house government experts provide the knowledge and support to help our field service teams execute on any government customer requests. Backing them up is the company's extensive customer service team that is available for customer request 24/7/365.</p> <p>Government Experts: We have a team of government experts to support and grow our government business. Our Director of Government accounts leads the group of Regional Government Account Managers, state level Government Strategic Account Managers, National Government Sales Support Specialists, and National Government Contract Analysts.</p> <p>Government Sales &amp; Support Center. Government business is unique with separate guidelines and compliance requirements. We understand that at United Rentals. For this reason, we provide our government customers a dedicated support team and 800 line. This team provides the Sourcewell participating members with a direct team that understands the Sourcewell contract and membership enrollment process.</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 10,200 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>Dispatchers: Our dispatch team coordinates all deliveries and pick-ups for the branch, prioritizing scheduled time of need and rental-ready fleet. They utilize our FAST Dispatch technology to schedule our fleet of drivers. This system allows operations personnel to assign deliveries and route trucks most efficiently, as well as track on-time performance. Delivery Vehicles are equipped with GPS technology tied to the FAST dispatch system; drivers are required to input when deliveries are made (in order to track on-time delivery) and acknowledge changes in routing from ops personnel.</p> <p>Drivers: United Rentals' has approximately 4,300 drivers company-wide that are regulated by US DOT and all safety training requirements. They inspect every truckload for safety requirements before leaving the branch or customer site. Through our FAST technology, they are able to communicate delivery time updates in real-time for our customers and dispatch team.</p>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<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 Sourcewell pricing so each rental will be at the not to exceed 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 Total Control®, the more ways they find that it helps their company be better at managing rentals. Before, during, and after the rental process, Total 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"> <li>View overdue and upcoming return dates</li> <li>Extend rentals or request pick-up</li> <li>Add and update PO numbers</li> <li>GPS data</li> <li>Comprehensive account management</li> <li>Real-time invoice and payment history</li> <li>Download summary and detail billing data</li> <li>Invoice availability &amp; support</li> <li>Customized flexible reporting</li> <li>Report live or historical rental information on nearly any subject (equipment on rent, rental history, hundreds of more report styles)</li> </ul> <p>We have a team of contract compliance specialists that monitor the accounts linked to the Sourcewell contract to provide the Sourcewell members the current negotiated rates and terms. This team is managed by Sonia Gregory. They work within our reporting system to provide quarterly reports to Sourcewell and will work to process all administrative fees owed.</p>

30	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>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"> <li>On-time deliveries to the designated location at the promised delivery time.</li> </ul> <p>Fulfillment Goals</p> <ul style="list-style-type: none"> <li>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.</li> </ul> <p>Quality Expectation at Delivery Goals</p> <ul style="list-style-type: none"> <li>100% of orders delivered without defects at time of delivery.</li> </ul> <p>Quality Expectations during Rental Period Goals</p> <ul style="list-style-type: none"> <li>90% of orders/rental periods without a defect.</li> </ul> <p>Repair Replacement Response time Goals</p> <ul style="list-style-type: none"> <li>100% of service responses within a 2 hour window for repair/replacement solutions when equipment fails.</li> </ul> <p>Repairs: On-time service Goals</p> <ul style="list-style-type: none"> <li>100% of equipment repairs/replacements within 4 hours of promised time.</li> </ul> <p>Repair failures: 2 day window Goals</p> <ul style="list-style-type: none"> <li>Target 0% of repair occurrences requiring additional service.</li> </ul> <p>Billing Accuracy Goals</p> <ul style="list-style-type: none"> <li>100% of invoiced billed correctly without requiring a credit because the billing was not charged correctly.</li> </ul> <p>Diversity &amp; Sustainability Reviews Goals</p> <ul style="list-style-type: none"> <li>Quarterly reporting of diversity spend % for all locations</li> <li>Sustainability efforts by key categories</li> </ul> <p>Quality Supplier Performance Reviews Goals</p> <ul style="list-style-type: none"> <li>Schedule and complete quarterly scorecards and review throughout the term of the agreement for performance measuring, tracking &amp; reporting.</li> </ul> <p>Identify required action items to correct issues and project portfolio for ongoing continuous improvement opportunities.</p> <p>Escalation Goals</p> <ul style="list-style-type: none"> <li>Number of occurrences by segment &amp; location where issues are not resolved at the local branch level and are escalated to the National Account Manager/VP Sales.</li> </ul>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Sourcewell's participating entities will have access to a network of approximately 1,465 rental locations in North America. 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> <p>Our GSSC team provides a single point of contact to all Sourcewell participating entities offering support and guidance to our products and services available through our contract. Additionally, this team also furnishes eligible entities with the hyperlink and instructions on how to become a member of Sourcewell in order to capitalize on these programs offered to them.</p> <p>Over the past 2 years, we have added another layer to the resources of our government customers. Our Business Development Representatives located in Charlotte, NC reach out to our government customers to educate them on the offering they have through their Sourcewell membership to support their equipment needs.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>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.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>The only two geographic areas we are unable to service are Hawaii and the Northwest Territories in Canada. United Rentals' is exploring the opportunity to expand into Hawaii.</p>
34	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?	<p>We are able to continue to service all participating entities as we have for nearly 15 years.</p>



35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	With over 1,465 branches throughout North America, United Rentals currently services all of the US except Hawaii with limited access in certain markets. We are exploring the opportunity to expand into Hawaii.	*
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**Table 7: Marketing Plan**

Line Item	Question	Response *	
36	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.	Over the past 10 years, we have helped grow our Sourcewell contract over 450%. Our dedication to promoting this contract opportunity has resulted in \$87.6 million in revenues for 2023; up from \$15.8 million in 2014. Our team of government experts are strategically positioned across the US and Canada to market and grow this contract opportunity with the participating Sourcewell entities and our branches. We routinely introduce eligible entities to the Sourcewell program as well. 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 and marketing material samples attached in the documents section. United Rentals is now also part of the NIGP Business Council. We are proudly working with government procurement experts and board members to continue the great work of the NIGP Business Council. We are actively partnering with this board to further the procurement activities within the equipment rental space as the solely industry representative on this business council. For more information, on the Business Council please utilize the following link <a href="https://www.nigp.org/suppliers/business-council">https://www.nigp.org/suppliers/business-council</a> .	*
37	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 that provides a comprehensive digital experience for our customers.	*
38	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 promoting the contract is a collaborative process that both Sourcewell and United Rentals are responsible for. We will continue to work together as we have over the past 10 years to promote our contract. This process has helped it grow over 450% since 2014. We plan to work with Sourcewell to make sure both organizations can articulate and promote the value proposition of the other. We collectively succeed most when we identify and promote each other's services to the participating entities. Sourcewell has a great reputation of promoting their contracts through their websites, tradeshow, marketing collateral, newsletters, and more. United Rentals has a proven track record of selling a Sourcewell contract that includes our sales process that is laid out in the provided marketing plan.	*
39	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. We also recognize that not all participating entities utilize an internal punch-out and purchasing system for ordering. For these customers that prefer the ease of e-procurement via our systems, we offer our proprietary system Total Control. Total Control is more than just an e-procurement ordering process though. This is why our government customers also utilize it in combination with their internal purchasing systems to better manage their equipment - rented and owned. This is a cloud-based worksite management solution that helps customers make the most of their equipment fleet. This comprehensive, integrated suite of tools and services makes it easy to streamline their processes and cut their annual rental costs by up to a third. In addition to placing their equipment order, they can off-rent the equipment, access the location and use of rented equipment, set role-based alerts, PO tracking, auto-invoicing and more. Utilization tracking and telematics can also help them reduce the time machines sit idle, saving them money. Lastly, all orders can also be placed through our Government Sales and Service Center or locally through any of our branches. The GSSC team is available to take 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.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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<p>40</p>	<p>Describe any training programs related to this proposal such as OSHA training, safety training, specialty training like earth moving, hand tool safety, electrical safety, or other related certifications. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<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><b>Skilled Trainers</b>          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 1,465 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><b>Professional Courses In-Person &amp; Online</b>          Top-notch training from an industry leader          Courses developed by a team of subject matter experts          Meets or exceeds OSHA, ANSI and OH&amp;S training requirements          Meets legal regulations for training, theory, practical, and hands on evaluation          Instructor-led training by Certified Professional Trainers or interactive cinematic online component</p> <p>Over 300 courses to choose from          Training valid in all 50 states and Canada          Courses available in English, French and Spanish</p> <p><b>Record Management Made Easy</b>          Training documentation stored on United Academy platform          Ability to upload training records taken outside of United Academy          Email notifications sent when certification is up for renewal          Certificates and temporary cards available to print immediately after training completion          Work efficiently with compliance tools, team views and various reporting dashboards          Managers can view all records, assign courses and upload external certificates for their employees</p> <p><b>Accessible Where You Are</b>          Classes and account records accessible 24/7          Verify training records out in the field by simply scanning the United Academy wallet card or hardhat sticker          Access via website or United Academy mobile app</p> <p><b>Online Training Profile</b>          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.</p> <p><b>Wallet Card</b>          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.</p>
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<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>We've engineered worksite performance solutions that help our customers make better, smarter, safer decisions. And we're just getting started.</p> <p><b>Total Control &amp; Mobile App</b>          Keeping tabs on dozens or hundreds of pieces of rental equipment on a jobsite, including what's in use, what needs to be returned and what's awaiting delivery or pickup, is a big job. Doing it well can lead to significant cost savings and increased worker productivity. Digital technology such as the cloud-based equipment management solution Total Control® gives our customers a huge leg up. But when you're out in the field, you want to be able to work from the phone in your pocket or the tablet in your bag, not the computer back in the office or trailer.</p> <p>The United Rentals Mobile App was designed for exactly that. It puts all your equipment data at your fingertips and enables a host of easy-click actions that help you do more in less time when you're out and about.</p> <p><b>RFID Badges</b>          On construction projects, site access management and equipment access management are both critical to safety, security and productivity. Digital tools from United Rentals now enable customers to manage equipment access using the same RFID badges they issue to workers for site access.</p> <p>With the Next-Generation Access Management Solution, PINs aren't necessary. Rather than entering a code on a keypad ignition lock, a worker can tap their RFID-enabled ID badge on the lock's card reader to unlock a piece of equipment they are authorized to operate. On large projects, leveraging RFID badges for equipment access eliminates the need to assign PINs to hundreds or thousands of workers, reducing administrative overhead. In addition to keeping unauthorized workers off equipment, it provides accurate real-time and historical insights into equipment usage.dges</p> <p><b>Smart Turnstiles</b>          At high-traffic job sites where employees, contractors and visitors come and go throughout the day, managing entry can be challenging, yet it's critical to ensuring the safety and security of employees and other personnel. Controlling site access is also essential to protecting the public from potential hazards and guarding against theft and vandalism. Smart Turnstiles are the modern-day answer to access management through the utilization of a variety of innovative technology offerings.</p> <p>With the swipe and/or tap of a badge, key fob or other credential, smart turnstiles ensure that only people with proper authorization can pass through the entry gate. Compared with sign-in sheets, which can be bypassed even when a security guard is present, smart turnstiles are effective and efficient. Just as important, they provide real-time entry and exit data that can be quickly accessed and searched in the event of an emergency.</p> <p><b>Wedge</b>          WEDGE is a remote monitoring system customized to fit your site. It monitors measurements such as temperature and humidity. Sensors installed on-site feed live data to the WEDGE Dashboard. Access real-time and historical data at your fingertips and if any pre-set thresholds are exceeded, you will be notified immediately.</p> <p>Please see our Value Added document in the attachments for more details.</p>
<p>42</p>	<p>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>	<p>Environmental sustainability is central to United Rentals' growth strategy. We measure and manage our greenhouse gas emissions — and help customers do the same — in order to become a more resilient company and to continue delivering value to all our stakeholders. As a business based in the sharing economy, our services inherently provide an environmental benefit which we continuously build on by increasing our operational efficiency and growing our low-emission product portfolio.</p> <p>We are advancing our social and environmental responsibilities through eight Corporate Responsibility goals. Each goal was set using a rigorous analysis that considered our operations, workforce and available technology, as well as the potential advancements that will become available during the relevant time period. While these goals are challenging, we believe they are achievable through our continued dedication to progress and innovation. In addition to our goals, we have three thematic commitments to drive progress toward reducing our climate impact:</p> <p>Engaging with original equipment manufacturers and customers on low- and zero-emissions equipment opportunities.</p> <p>Exploring ways to acquire more efficient and alternatively-fueled vehicles for our sales, service and delivery fleet, which are the largest contributors to our Scope 1 emissions.</p> <p>Helping our customers track and measure greenhouse gas emissions from our rental offerings.</p> <p>Our company has implemented Sustainable Growth initiatives in the areas of facilities, fleet and logistics. Please see our Corporate Responsibility Report in the document attachments for more information on these initiatives and achievements. 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>

43	<p>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>	<p>It's long been believed that renting equipment, in lieu of purchasing new, brings environmental benefits. In 2022, we validated this belief by partnering with a third-party consultant to analyze our rental business model and quantify the potential environmental benefit it brings. The results revealed that our business promotes environmental sustainability in two key ways:</p> <ol style="list-style-type: none"> <li>1. Reducing Total Equipment Needs</li> <li>2. Reducing Emissions Intensity of Equipment</li> </ol> <p>Sustainability is also the top of mind for many in the government, industrial and construction industry. As customers look to reduce their carbon footprint and meet their sustainability objectives and those of project owners, construction equipment emissions are one area of focus.</p> <p>Buying or renting electric construction equipment is increasingly an option, but fully electric fleets are a thing of the future. In the meantime, when it comes to reducing the emissions of diesel-powered equipment, the familiar adage applies: You can't manage what you can't measure.</p> <p>Until now, companies have had very limited access to information about the environmental impacts of their rental fleet. A recently launched emissions tracking feature in Total Control®, the United Rentals cloud-based worksite management solution, offers new visibility that can help inform decision-making around fleet and fleet utilization.</p> <p>The feature enables customers to monitor the estimated greenhouse gas (GHG) emissions from their telematics-enabled rental equipment as well as source pollutants such as particulate matter, nitrous oxides and carbon monoxide.</p>
44	<p>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.</p>	<p>None</p>

45	<p>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>	<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 \$19.99 billion of fleet (original equipment cost) through approximately 1,465 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>Below are some of the unique resources we bring to the Participating Entities. Please see the Value Added document for more details on the suite of services and resources we provide to the Sourcewell Participating Entities.</p> <p><b>Safety</b> 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. Our safety culture is organized under the banner of United4Safety, which provides a way of thinking about safety in every aspect of our lives, at work and at home. United4Safety has four tenets: think safe, work safe, drive safe and live safe. We expect safety to be the primary consideration of each of our employees, and we facilitate this through innovation, leadership development, continuous learning and personal well-being. In 2023, we had a total recordable incident rate (TRIR) of 0.68, toward a goal of zero.</p> <p><b>Digital Solutions</b> At United Rentals, our goal is to go beyond equipment rental. It's a digital world, and digital technology should hand customers easy victories whether they're on the worksite, in the field office or back at headquarters. United Rentals is committed to providing not only the equipment businesses need; when they need it, but the WORKSITE PERFORMANCE™ tools that will help customers work smarter, better and safer. From cloud-based worksite management tools to renting equipment directly from our mobile app, United Rentals digital solutions lead the pack. 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><b>Emergency Response</b> 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 and customers who have been affected. The response for every major event starts at the highest level with our executive steering committee. The committee moves quickly to assess the situation and define the logistics of the response. From there, the plan flows to the Emergency Operations Center, or EOC. Each disaster has its own EOC — a command post that sets up as close as safely possible to the disaster site. This is where the response and communications are coordinated. United Rentals can stand up an EOC in a matter of hours, bringing together region and district leaders and a cross-functional team of experts from human resources, legal, real estate, fleet management, technology and finance. The EOC sets the objectives and executes them. Our team of experts has experience in critical need situations and can put maintenance equipment on your site quickly, including:</p> <ul style="list-style-type: none"> <li>- Complete portable sanitation solutions including hand wash stations, portable toilets and restroom trailers with hand wash stations, hand sanitizing stands, shower trailers, and laundry trailers with generators including service of waste</li> <li>- Power generation, fluid transfer, temporary lighting (indoor and outdoor) and site signage</li> <li>- Full range of HVAC products including air scrubbers, negative air machines with HEPA filtration, and portable air conditioners and heaters</li> </ul>
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**Table 9A: 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 *
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<p>46</p>	<p>Do your warranties cover all products, parts, and labor?</p>	<p>For Rentals: United Rentals 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 Rentals 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 Rentals will promptly repair or replace the equipment at its sole cost and expense; provided, however, if the repair or replacement is necessary due to 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 ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTAL OF EQUIPMENT.</p> <p>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 Rentals 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 Rentals to repair or replace the equipment, United Rentals will do so. ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED."</p> <p>For Purchases of Used Equipment: United Rentals shall assign to the any remaining warranty from the original equipment manufacturer ("OEM") to the extent assignable. United Rentals makes no warranties express or implied with respect to the any used equipment being sold and all warranties, express or implied are disclaimed.</p> <p>In lieu of providing a warranty on the sale of used equipment, United Rentals 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.</p> <ul style="list-style-type: none"> <li>• A copy of the United Guard Terms and Conditions is attached.</li> </ul> <p>For Service: United Rentals 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 Rental'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.</p> <p>EXCEPT AS SET FORTH HEREIN BIDDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO REPLACEMENT PARTS AND SERVICE OF EQUIPMENT.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• Accidental damage to United Rentals equipment and vehicles</li> <li>• Theft of United Rentals equipment and vehicles do have the option to provide</li> </ul> <p>The participating entities can opt-out of RPP by providing a Certificate of Insurance with the applicable property insurance.</p>
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47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>For Rentals. Yes. As stated above, United Rentals 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 Rentals' negligence or reasonable wear and tear, the Sourcewell participating entity will be responsible for the cost of repair or replace. 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 Rentals 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 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.</p> <p>In the case of the loss or destruction of any equipment, or inability or failure to return same to United Rentals 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>
48	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>
49	Are there any geographic regions of the United States or Canada (as 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>

50	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 Rentals 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 Rentals is able to perform warranty service on many OEM’s equipment..</p> <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 1524 + 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"> <li>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.</li> <li>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.</li> <li>Manufacturer’s service bulletins are handled as United Rentals is notified, either in our shops or in the field.</li> </ul>
51	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>
52	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>

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *
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<p>53</p>	<p>Describe any performance standards or guarantees that apply to your services</p>	<p>We work together with our customers, communities and employees to find solutions with a shared commitment to service and safety. To us, this is a simple, but powerful notion we call Work United™. It's a shared mindset. One of partnership that helps us face any challenge, together.</p> <p>Quality Assurance: United Rentals maintains a fleet of well-maintained equipment to ensure reliability and safety. We follow strict maintenance schedules and inspection procedures to guarantee that the equipment is in good working condition before it goes out on rental.</p> <p>Preventive maintenance: 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 the participating entities to do maintenance during a down time when equipment is on-rent.</p> <p>Customer Service: United Rentals provides excellent customer service, including knowledgeable staff to help customers select the right equipment for their needs, as well as assistance with any issues or questions that may arise during the rental period.</p> <p>Safety Standards: Safety is paramount to United Rentals. We adhere to strict safety standards and we provide training and familiarization on the proper use of equipment to ensure the safety of customers and their employees.</p> <p>Digital Notifications &amp; PO Management: United Rentals also offers relevant notifications through Total Control ® to the right people at the right time. With United Rentals simplified notifications experience, every customer has the ability to pick a notification format - SMS or email, set up notifications across all project stages from quote through final invoice, and identify who should receive each notification. We know schedules are tight, and the complexities of today's worksites make efficient processes mission-critical. We're here to help. With our suite of intuitive digital tools, we make it easy for customers to view invoices, make payments, stay informed with custom notifications and tap into actionable data.</p> <p>Keeping track of invoices and payments can be a tedious and time-consuming task. Between our cloud-based fleet management software, Total Control ® and the United Rentals Mobile App, customers have access to valuable features that can help streamline administrative processes and drive smart decisions.</p> <p>Access and pay invoices, day or night View account balances and track invoice age Visibility for the right person with invoice sharing and notifications With the PO Management function in Total Control ®, teams can keep track of purchase orders and quickly navigate to crucial aspects of the project billing cycle. From open contracts to reservations and invoices, paid and past due, the PO Tab has what you need.</p> <p>Plus, users now have the ability to assign an owner to each Purchase Order, so your crew can stay in the know and in control.</p>
<p>54</p>	<p>Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)</p>	<p>Quality Assurance: United Rentals adheres to strict maintenance schedules and inspection protocols for all equipment in their fleet. This involves regular servicing, repairs, and thorough inspections to identify and address any potential safety issues before equipment is rented out.</p> <p>We encourage all customers to use Total Control ®, a suite of technology solutions offered by United Rentals to enhance efficiency, safety, and productivity for its customers. Total Control encompasses various digital tools and platforms designed to streamline equipment rental processes, improve job site management, and provide valuable insights into equipment utilization and performance.</p> <p>With telematics-enabled equipment from United Rentals, customers can maximize jobsite efficiencies with valuable insights into runtime and equipment utilization, plus gain visibility to all equipment in one place. Telematics data also enables customers to monitor equipment fuel and service with alerts. United Rentals has the largest and most robust, connected fleet in the industry, and a variety of trackable assets so customers have real-time visibility into location and utilization - owned and rented.</p> <p>With Equipment Diagnostic Alerts from United Rentals, customers can stay informed about critical equipment functions and performance indicators.</p> <p>Through Total Control ®, customers receive customizable alerts about machines on their job sites, streamlining equipment maintenance and keeping downtime to a minimum.</p> <p>Types of Equipment Diagnostic Alerts include: Low DEF Level: Alerts when a piece of equipment's Diesel Emission Fluid falls below the low DEF threshold (25%) Diesel Particulate Filter: Alerts when a piece of equipment requires a regeneration Emergency Stop: Alerts when the E-stop on a piece of equipment is engaged High Coolant Temperature: Alerts when a generator's temperature is running too hot High / Low Frequency: Alerts when a generator is outputting at a high/low frequency Customer Service: United Rentals currently holds 4.6 Stars out of 5 on Procurated. website: <a href="https://app.procurated.com/suppliers/united-rentals-north-america-inc-b5e4173b-c387-471b-b30a-3912acf62deb">https://app.procurated.com/suppliers/united-rentals-north-america-inc-b5e4173b-c387-471b-b30a-3912acf62deb</a></p>

In addition, we regularly conduct customer surveys to gather feedback on various aspects of our services, including satisfaction levels, areas for improvement, and overall customer experience. See full list below:

- 1) Overall Satisfaction: How satisfied customers are with the quality of equipment, customer service, and rental experience.  
Equipment Performance: Feedback on the reliability, functionality, and condition of rented equipment.
- 2) Customer Service: Evaluation of interactions with United Rentals staff, including professionalism, responsiveness, and helpfulness.
- 3) Rental Process: Assessment of the ease of renting equipment, including the online rental process, availability of equipment, and clarity of rental terms and conditions.
- 4) Safety: Feedback on safety measures and support provided by United Rentals, including training resources, equipment safety features, and adherence to safety regulations.
- 5) Value for Money: Perceptions of the value received in relation to the rental rates charged by United Rentals.
- 6) Suggestions for Improvement: Opportunities for United Rentals to enhance their services, address any shortcomings, and better meet customer needs and expectations.

Safety Standards: United Rentals Inc. places "Safety First". We Act, and require others to act, in a manner that puts the safety of our employees, customers and communities first. We empower every employee with the power to "Stop Work" whenever a safety situation arises so we can not only prevent an accident, but document and learn in real time. This allows us to stay the industry leader in safety but and to the latest updates in safety standards, guidelines and regulations. are some topics that drive our safety standards.

- 1) Equipment Inspection and Maintenance: Regular inspection and maintenance of rental equipment are essential for ensuring safety. United Rentals follows manufacturer guidelines and industry best practices for inspecting, servicing, and maintaining their equipment fleet. This helps to identify and address any potential safety issues before equipment is rented out.
- 2) Training and Education: United Rentals provides training and educational resources to customers on the safe operation of rental equipment. This could include online resources, safety manuals, instructional videos, and in-person training sessions conducted by qualified personnel. Training may cover topics such as equipment operation, maintenance, and proper safety procedures.
- 3) Safety Guidelines and Documentation: United Rentals provides safety guidelines and documentation for each piece of equipment they rent out. This may include operation manuals, safety decals, warning labels, and instructional materials that highlight potential hazards and safe operating practices.
- 4) Personal Protective Equipment (PPE): United Rentals requires customers to use appropriate personal protective equipment (PPE) when operating certain types of equipment. This could include items such as fall protection, hard hats, safety glasses, gloves, hearing protection, and high-visibility clothing. also offer PPE for sale or rental alongside equipment at our locations.
- 5) Compliance with Regulations: United Rentals complies with all safety regulations and standards set forth by government agencies such as OSHA (Occupational Safety and Health Administration) in the United States and similar regulatory bodies in other countries. This may involve ensuring that equipment meets safety standards and that rental operations adhere to legal requirements.
- 6) Emergency Preparedness: United Rentals has procedures in place for handling emergencies or accidents involving rental equipment. This could include protocols for reporting incidents, providing first aid, and coordinating with emergency responders when necessary.
- 7) Safety Culture: United Rentals fosters a strong safety culture among its employees and encourages customers to prioritize safety in their operations. This may involve promoting safety awareness, encouraging open communication about safety concerns, and recognizing and rewarding safe behaviors.

It's important for customers to familiarize themselves with United Rentals' specific safety protocols and guidelines for the equipment they intend to rent. This may involve asking questions, seeking clarification on safety procedures, and following all instructions provided by United Rentals staff. By prioritizing safety and adhering to established guidelines, customers can help ensure a safe rental experience.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Our pricing terms are Due Upon Receipt.
56	Describe any leasing or financing options available for use by educational or governmental entities.	We cannot offer leasing or financing options through United Rentals, however we have experience working with Sourcewell awarded lending and other partners when the customer requests this option.
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Through our typical rental transactions utilize industry standard documents to include rental agreement terms, quotes, and invoices. We have included in the Documents section a copy of a quote, Rental Agreement & a sample invoice.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell 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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
59	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. We reserve the right to adjust rates on privilege wage jobs that are governed by the Davis Bacon Act.
60	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. We reserve the right to adjust rates on privilege wage jobs that are governed by the Davis Bacon Act.
61	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.
62	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 Vendor for rentals and related services, including but not limited to equipment re-rents, labor, fuel and transportation costs.
63	Identify any element of the total cost of rental that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a rental that are not directly identified as freight or shipping charges. For example, list costs for items like loading and unloading, fuel surcharges, environmental fees or permits, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their	Installation, Set up Costs for Specialty Equipment Rental Solutions  United Rentals' proposal includes specialty equipment solutions that may require additional labor costs as a result of setup, installation, mandatory training, or initial inspection. The estimated labor costs will be based on the hourly rate schedule posted in the repair / service tab and negotiated at the time of the rental quote. A.) Storage & Office

relationship to the Proposer.

Solutions

Rentals may require additional equipment and services, such as site preparation, ramps, anchoring and tie-downs, skirting and other materials and supplies for ground level offices, office trailers and modular buildings. These consumable items along with labor charges are not included in the scheduled rental rate or transportation fees and will be quoted at the time of rental. Labor and consumables associated with the additional equipment and services will be charged at the parts, labor & service rate approved for Sourcewell customers.

B.) 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.

C.) Trench Safety

Services may include the engineering, delivery and pickup of the trench/shoring system (the "System").

D.) Fluid Solutions

May include the design, installation, operation, ongoing maintenance, monitoring, and dismantling of the Fluid Solutions system ("Fluid Solutions Services"). Tank Rentals may include 3rd party cleaning fees unless customer can provide "certified washed / cleaned" documentation.

E.) Portable Restroom Services

Additional fees may be charged for tip-overs, relocation of the units on the same site and vandalism/graffiti. Modular Fence rentals will include consumable retail sales items to be quoted at the time of rental based on the quantities of the order.

F.) Scaffolding Services

May include the installation and dismantling of scaffolding, including all parts and accessories.

G.) Vehicle

May include the installation of customized truck parts and accessories.

Labor Rate / Service Calls - Customer Owned Equipment - US  
7am - 4pm = \$163.26/hr  
4pm - 9pm = \$244.89/hr  
9pm - 7am, Holidays and weekends = \$326.52/hr

Planned Maintenance & Inspection - Customer Owned Equipment (PM Program) - US

5% off listed price  
List minus 5%

Parts

US

total margin

40%

Freight

US

total margin

20%

**\*\*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 the pricing table under Service/Labor for hourly rates that would be applicable to support the call out charges.

**\*\*Third Party Hauling Charges\*\***

In a situation where both parties mutually agree to utilize a third party hauler, a quote (cost + 10%) will be provided to the end user that would replace standard United Rentals Delivery and Pickup rates.

**\*\*Oversize/Permitted Loads\*\***

All applicable fees will be communicated at time of service.

**\*\*Over Time Charges\*\***

Rental Rates above are based on normal usage so run time in excess of single shift rates will incur overtime charges based on actual usage of the equipment.

**\*\*Truck Rental Allowance (US)\*\***

Rental rates for all vehicles with an odometer (categories 950 - 956) are based on a 2000 mile per 28 day monthly billing cycle and a \$0.22 Per Mile charge shall be assessed when monthly miles exceed the 2,000 miles allowance. Minimum \$250 charge for excess cleaning, or to remove odor, smoke or vapor if required. Fee will be assessed if vehicle is not returned to originating location. Additional charges may also apply for the costs incurred by customers during the rental including vehicle recovery, tolls, parking and traffic violations. Please see the rental agreement for further information and detail.

**\*\*Rental Equipment Fuel Service\*\***

A refueling service charge will be applied to all equipment returned less than full. The exact cost of the refueling service may vary depending on the rate being charged by the branch location on the date customer returns the equipment.

**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.

**Davis Bacon Act**

We reserve the right to adjust rates on privilege wage jobs that are governed by the Davis Bacon Act.

<p>64</p>	<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. We reserve the right to adjust rates on privilege wage jobs that are governed by the Davis Bacon Act.</p> <p><b>**Standard Delivery during normal working hours**</b>                  Delivery/Pickup Charges = \$160.69 flat charge (each way) then \$4.19 per mile</p> <p><b>**After Hours, Weekends, and Holidays**</b>                  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.</p> <p><b>**Third Party Hauling Charges**</b>                  In a situation where both parties mutually agree to utilize a third party hauler, a quote (cost + 10%) will be provided to the end user that would replace standard United Rentals Delivery and Pickup rates.</p> <p><b>**Oversize/Permitted Loads**</b>                  All applicable fees will be communicated at time of service.</p> <p><b>**Over Time Charges**</b>                  Rental Rates above are based on normal usage so run time in excess of single shift rates will incur overtime charges based on actual usage of the equipment.</p> <p><b>Field Automation Strategy &amp; Technology (FAST)</b>                  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.</p> <p>Sourcewell member advantages</p> <ul style="list-style-type: none"> <li>• Route Optimization and turn by turn directions increases the likeliness of on time delivery and expedited pick up when called off rent</li> <li>• Real-time visibility of the status of delivery's and or location truck</li> <li>• Actionable alerts for deliveries in jeopardy for real time customer updates</li> <li>• Electronic condition reports with embedded pictures of the equipment upon delivery and pick up</li> <li>• One electronic signature covers all legal documentation</li> <li>• Contract can be e-faxed or emailed to customers preferred address right from the drivers Hand Held Computer / Jobsite</li> </ul> <p><b>Sustainability Advantages</b></p> <ul style="list-style-type: none"> <li>• Reduction in Carbon foot print by optimized routing reduces mile driven and fuel used</li> <li>• Electronic contracts and condition reports</li> <li>• GPS tracking &amp; monitoring of delivery fleet</li> <li>• Reduced engine idle time and fuel used</li> </ul> <p>Reduced tire and maintenance cost</p> <ul style="list-style-type: none"> <li>• Paperless DOT Driver logs</li> </ul> <p><b>Safety Advantages</b></p> <ul style="list-style-type: none"> <li>• GPS tracking &amp; monitoring of delivery fleet: Speeding and hard braking alerts</li> <li>• Reduced vehicle accident claims</li> </ul> <p><b>Electronic Driver logs</b></p> <ul style="list-style-type: none"> <li>• Higher level of DOT compliance</li> <li>• Higher level of vehicle maintenance</li> </ul>
<p>65</p>	<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>

**\*\*Standard Delivery during normal working hours\*\***  
Delivery/Pickup Charges = 216 CAN\$\$ flat charge (each way) then 5.16 CAN\$\$ per KM

**\*\*Truck Rental Allowance (CAN)\*\***

Rental rates for all vehicles with an odometer (categories 950 - 956) are based on a 3200 mile per 28 day monthly billing cycle and a \$0.21 Per KM charge shall be assessed when monthly miles exceed the 3,200 km allowance. Minimum \$250 charge for excess cleaning, or to remove odor, smoke or vapor if required. Fee will be assessed if vehicle is not returned to originating location. Additional charges may also apply for the costs incurred by customers during the rental including vehicle recovery, tolls, parking and traffic violations. Please see the rental agreement for further information and detail.

**\*\*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 Charges\*\***

In a situation where both parties mutually agree to utilize a third party hauler, a quote (cost + 10%) will be provided to the end user that would replace standard United Rentals Delivery and Pickup rates.

**\*\*Oversize/Permitted Loads\*\***

All applicable fees will be communicated at time of service.

**\*\*Over Time Charges\*\***

Rental Rates above are based on normal usage so run time in excess of single shift rates will incur overtime charges based on actual usage of the equipment.

**\*\*Rental Equipment Fuel Service\*\***

A refueling service charge will be applied to all equipment returned less than full. The exact cost of the refueling service may vary depending on the rate being charged by the branch location on the date customer returns the equipment.

Customer Owned Equipment - Repairs, Service & Inspections (CAN Only)

A.) Service Calls & Applicable Labor Charges - Customer Owned Equipment

Should the customer seek to engage United Rentals' certified mechanics / technicians for service calls, repairs or labor performed during normal business hours (7:00 am to 4:00 pm, M-F), they will be billed at \$221.54 per hour, portal to portal, and all labor performed outside of these regular business hours will be billed at 1.5x (4:00PM – 9:00PM M-F) and 2X the normal rate for all other times (dependent on the time of day, day or week, or holiday). These rates also apply to all specialty solutions and engineered system set-ups. All rates will be pre-negotiated with the customer prior to service and labor execution. United Rentals will try to accommodate customer requested time frames to perform unscheduled services or repairs but cannot guarantee service times. Customers must ensure United Rentals' accessibility to a facility during non-business hours. Billed hourly rate for wait time will apply. Service is market driven and is not available in all geographical areas.

B.) Planned Maintenance & Inspection - Customer Owned Equipment (PM Program)

Should the customer seek to engage United Rentals' certified mechanics / technicians for completion of planned services (PMs - Preventative Maintenance) and /or required inspections, they will be billed list rate less 5%. This is a



		<p>contracted service -- not on-demand. Basic PM service includes Lube, Engine Service, Fuel Filter, Engine Oil Filter, Oil, and up to one hour travel time. Customer may request specific service intervals per equipment types. Additional charges may apply for Tier Four Engines. Customer must provide United Rentals with list of equipment requiring planned services and inspections - United Rentals to supply proposal for services and inspections. United Rentals will try to accommodate customer requested time frames to perform services and inspections. Customers must ensure United Rentals' accessibility to a facility during non-business hours. Service is market driven and is not available in all geographical areas.</p> <p>C.) Repair and Service Parts - Customer Owned Equipment</p> <p>These are additional costs and will be itemized on a Work Order. Parts shall be billed at a 40% margin and freight for repair parts will be billed at a 20% margin.</p> <p>D.) Extended Warranty - Customer Owned Equipment</p> <p>United Rentals will assign to customer any manufacturer's warranty on parts incorporated into the equipment as part of this service, to the extent assignable for a period of 30 days following completion of services by United Rentals, provided that customer provides written notice to United setting forth in detail how services how such services were unsatisfactory. United Rentals may, in its sole discretion, and as its sole liability hereunder, repair or replace such unsatisfactory services, or refund any monies paid to United by the customer. Such repair, replacement or refund shall be customers' sole remedy under this work order. United Rentals disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.</p> <p>Labor Rate / Service Calls - Customer Owned Equipment CAN 7am - 4pm \$221.54/hr 4pm - 9pm \$332.31/hr 9pm - 7am, Holidays and weekends \$443.08/hr</p> <p>Planned Maintenance &amp; Inspection - Customer Owned Equipment (PM Program) CAN 5% off listed price List minus 5% Parts CAN total margin 40% Freight CAN total margin 20%</p>
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All delivery options discussed in previous question. If a unique situation arises that is not covered under the previous options, United Rentals and the requesting Sourcewell member will negotiate at time of request.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<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 Sourcewell 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 Sourcewell contact purchases and provide timely payment of administrative fees to Sourcewell.</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>
69	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"> <li># of accounts utilizing Sourcewell</li> <li>Revenue per account utilizing Sourcewell</li> <li>Total Revenue under contract</li> <li>Account Growth</li> <li>Declining and Inactive Accounts</li> </ul> <p>As an example, within the last six months 7,190 Sourcewell members have utilized the current United Rentals' Sourcewell contract.</p>
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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.)	<p>United Rentals proposes a 2% administrative fee on all eligible sales and rentals.</p>

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

Line Item	Question	Response *
71	Describe the rent-to-buy option for new rental equipment if applicable.	We do not offer rent-to-buy options for new equipment.
72	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"> <li>• Customers can buy with confidence, as this equipment is expertly maintained by the same team that services the United Rentals fleet.</li> <li>• Customers can continue to rely on United Rentals for maintenance of any purchased equipment through its Customer Equipment Solutions.</li> </ul>
73	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>
74	Within this RFP category there may be	Below is a high-level listing of the equipment categories we can provide.

subcategories of solutions. List subcategory titles that best describe your products and services.

Gen Rent / Aerial

- Forklifts
- Boom Lifts
- Excavators
- Scissor Lifts
- Compressors
- Skid steers
- Light Towers
- Commercial & Utility Trucks

Power & HVAC

- Generators
- Dehumidifiers
- Climate Control
- Transformers
- Power Distribution Panels

Fluid Solutions

- Pumps
- Containment
- Filtration Systems
- Fluid Transfer
- Accessories
- Hose, Pipe, & Fittings

Tool Solutions

- Electrical & Hand Tools
- Welding
- Mobile Tool Rooms
- Custom Boxes
- Radio & Communication Systems
- Turnstiles
- Safety Wearables

Trench Safety

- Shoring & Shielding
- Engineered Systems
- Road Plates
- Confined Space Safety

Onsite Services

- Portable Restrooms
- Restroom Trailers
- Hand-washing Stations
- Shower Trailers

Mobile Office & Storage Solutions

- Storage Containers
- Ground Level Offices
- Modular Buildings
- Mobile Office Trailers

United Academy – Safety Training

- Operator Certification Training
- Jobsite Safety Training
- OSHA Certified Training

Customer Equipment Servicing

- Preventative Maintenance
- Annual and Quarterly Inspections
- Servicing Downed Equipment

New & Used Equipment Sales

- United Rentals sells the equipment that ages out of our rental fleet.
- We currently represent approximately 280 manufacturers that have authorized United Rentals to sell 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.

Third Party Rentals

- 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.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Sourcewell is seeking proposals for Rental Equipment, Products, and Related Services. Awards under this solicitation will be made in three (3) separate categories. No proposer should select more than one category to respond to due to the RFP being structured such that Category 1 enables a supplier to respond with a single response that includes solutions from both categories 2 and 3. Whereas, those with only solutions in Category 2 or 3, should respond to the corresponding category whose scope includes those solutions (e.g., either category 2 or 3).

Proposers submitting a proposal in Category 1 must have at least one solution from each of categories 2 and 3. For example, if a Proposer offers at least one solution from Construction and General Rental Solutions, in addition to offering at least one solution from Public Works and Utility Equipment, the Proposer should designate it is seeking an award in Category 1 only.

Proposers seeking an award in Category 2 must include at least one solution offered within the scope of Category 2 for Construction and General Rental Solutions and no solutions from Category 3 Public Works and Public Utility Equipment.

Similarly, proposers seeking an award in Category 3 for Public Works and Public Utility Equipment must include at least one solution offered within the scope of Category 3 for Public Works and Public Utility Equipment and no solutions from Category 2 Construction and General Rental Solutions.

Line Item	Category Selection *	
75	Category 1: Rental Equipment, Products and Related Services	*

**Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions**

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

Proposers seeking an award in Category 1 or Category 2 must include at least one solution offered within the scope Construction and General Rental Solutions.. See RFP Section II. B. 1. for details.

We will not be submitting for Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

Line Item	Category or Type	Offered *	Comments
76	Earth Moving Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Backhoes, dozers, excavators, skid steers, loaders, trenchers and tractors
77	Aerial Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Boom lifts, scissor lifts, push around and all other aerial work platforms.
78	Compaction Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Rollers, plate compactors and jumping jacks.
79	Industrial	<input checked="" type="radio"/> Yes <input type="radio"/> No	Miscellaneous hand / power tools and radios / communication systems.
80	Roadway	<input checked="" type="radio"/> Yes <input type="radio"/> No	Traffic signage, arrow and message boards, road plate and trenching and shoring.
81	Concrete Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	
82	Landscape Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	
83	Trailers	<input checked="" type="radio"/> Yes <input type="radio"/> No	
84	Lighting Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	
85	Barricades	<input checked="" type="radio"/> Yes <input type="radio"/> No	
86	Signs	<input checked="" type="radio"/> Yes <input type="radio"/> No	
87	Batteries or Charging Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	
88	Generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	
89	Wash Stations	<input checked="" type="radio"/> Yes <input type="radio"/> No	
90	Portable Restrooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	
91	Temporary Shelters	<input checked="" type="radio"/> Yes <input type="radio"/> No	
92	Used Rental Equipment Sales	<input checked="" type="radio"/> Yes <input type="radio"/> No	

**Table 16: Depth and Breadth - Public Works and Public Utility Equipment**

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

Proposers seeking an award in Category 1 or Category 3 must include at least one solution offered within the scope of Public Works and Public Utility Equipment. See RFP Section II. B. 1. for details.

We will not be submitting for Table 16: Depth and Breadth - Public Works and Public Utility Equipment

Line Item	Category or Type	Offered *	Comments
93	Sewer Vac & Hydro or Air Excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	
94	Street Maintenance & Cleaning Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	
95	Bucket Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	
96	Diggers	<input checked="" type="radio"/> Yes <input type="radio"/> No	
97	Roll-Off Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	
98	Refuse Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	
99	Waste & Debris Handling Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	

**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. It 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."

- [Pricing](#) - Sourcewell RFP\_040924\_Rental\_Equipment\_Marketing Plan.zip - Monday April 08, 2024 17:56:46
- [Financial Strength and Stability](#) - Sourcewell RFP\_040924\_Rental\_Equipment\_Value Added.zip - Monday April 08, 2024 17:58:39
- [Marketing Plan/Samples](#) - United Rentals, Inc. 2023 Annual Report.pdf - Monday April 08, 2024 17:59:45
- [WMBE/MBE/SBE or Related Certificates](#) - Sourcewell RFP 040924 Price List.xlsx - Monday April 08, 2024 18:00:31
- [Warranty Information](#) - RPP Flyer.pdf - Monday April 08, 2024 18:00:51
- [Standard Transaction Document Samples](#) - RFP\_040924\_Rental\_Equipment\_Contract\_Template - UR Revisions.docx - Monday April 08, 2024 18:01:08
- [Requested Exceptions](#) - Standard Transaction Documents.zip - Tuesday April 09, 2024 11:14:21
- Upload Additional Document (optional)

## Addenda, Terms and Conditions

### 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:
  1. 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>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. 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 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
<b>Addendum_4_Rental_Equipment_RFP 040924</b> Wed March 13 2024 04:42 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_3_Rental_Equipment_RFP 040924</b> Wed February 28 2024 09:59 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Rental_Equipment_RFP 040924</b> Wed February 21 2024 03:00 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Rental_Equipment_RFP 040924</b> Tue February 20 2024 04:03 PM	<input checked="" type="checkbox"/>	1