

# CITY OF TARPON SPRINGS, FL

## PROCUREMENT SERVICES

324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5615  
Fax (727) 937-1766

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### MEMORANDUM

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**TO:** Honorable Mayor and Board of Commissioners  
**FROM:** Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *ql*  
**DATE:** 03/28/2023  
**SUBJECT:** Ratify and Increase to File No. 210015-C-AM, utilizing Sourcewell RFP 062320-URI Equipment Rental and Related Products and Services

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### RECOMMENDATION:

Ratify and Increase to File No. 210015-C-AM, utilizing Sourcewell RFP 062320-URI Equipment Rental and Related Products and Services with United Rentals from an annual amount not to exceed \$15,000 to \$38,400, an annual increase of \$23,400, through August 27, 2024, for various City departments. Purchase orders will only be issued against approved budgets.

### BACKGROUND:

On October 13, 2020, the contract was administratively awarded. The purpose of this contract is to provide equipment rental and related products and services. This contract is effective through August 27, 2024 with one renewal option for a one (1) year period.

The reason for the increase to \$38,400 is that the following amounts need to be rectified for current rentals (see attached invoices for breakouts):

Rental Invoice amounts: \$4,017.07, \$3,779, \$780, \$824.07

Invoice Totals: \$9,400.14

The use of the diesel dump truck rental and the ¾ Ton pick-up truck was to provide vehicle replacements for daily operations for Roads and Streets Division, while the city's assigned vehicles were down for maintenance. The dump truck will be needed for approximately 3 more weeks. The pick-up truck has ended its rental period.

The additional amount requested for \$14,000 is to be able to continue to pay for the ongoing rentals, the Dump truck cost for an additional estimated 3 weeks at \$950/wk (which will be required thru March until the city's assigned truck is operational) estimated total cost \$2,850. The remaining \$11,150 will be used to rent miscellaneous equipment from United Rentals as required for projects through the remainder of the annual contract period. United Rentals was chosen instead of renting from Herc, because at the time of the need, Herc did not have the specific equipment needed to support the daily operations (see attached memo).

**FUNDING:** Funding will be identified as requirements arise.

Accepted by: \_\_\_\_\_ Attest: \_\_\_\_\_  
City Manager City Clerk



BRANCH 668  
4300 118TH AVENUE NORTH  
CLEARWATER FL 33762  
727-572-0369

# 4 WEEK BILLING INVOICE

# 214521380-001



Job Site  
PUBLIC WORKS  
324 PINE ST  
TARPON SPGS FL 34689-4004

Office: 727-938-3719

Customer # : 515443  
Invoice Date : 01/14/23  
Date Out : 12/30/22 01:05 PM  
Billed Through : 01/27/23 00:00  
UR Job Loc : 324 PINE ST, TARPON  
UR Job # : 27  
Customer Job ID:  
P.O. # : CITY OF TARPON SPRIN  
Ordered By : TIM WILLIAMS  
Reserved By : MEGAN LAWRENCE  
Salesperson : MICHAEL WASILEWSKI

RECEIVED  
JAN 23 2023

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CITY OF TARPON SPRINGS

PO BOX 5004

TARPON SPRINGS FL 34688-5004

BY: \_\_\_\_\_

Invoice Amount: \$4,017.07

Terms: Due Upon Receipt  
Payment options: Contact our credit office 212-333-6600 Ext. 84008  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

## RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11222882	TRUCK DUMP 3 YARD DSL Make: FORD Model: F-550 DUMP 4WD Serial: 1FDUF5HT3LDA06816 Meter out: 9770.00 Meter in: .00	338.00		950.00	2,172.00	2,172.00
1	11215519	TRUCK PU 3/4 TON 4X4 XL CREW CAB GAS Make: FORD Model: F250CREWXLG4WD Serial: 1FT7W2B63MED97464 Meter out: 39730.00 Meter in: .00	248.00		780.00	1,607.00	1,607.00

Rental Subtotal: 3,779.00

## SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	PICKUP CHARGE	238.070	EACH	238.07
Sales/Misc Subtotal:				238.07
Agreement Subtotal:				4,017.07
Total:				4,017.07

## COMMENTS/NOTES:

CONTACT: TIM WILLIAMS  
CELL#: 727-224-3046

Billing period: 28 Days From 12/30/22 01:05 PM Thru 1/27/23 01:05 PM

BPO # 230311  
VENDOR # 20685  
DATE \_\_\_\_\_  
LINE ITEM # \_\_\_\_\_  
ACCOUNT # 001-4102-541.4400  
COMMODITY # 963063

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



BRANCH 668  
4300 118TH AVENUE NORTH  
CLEARWATER FL 33762  
727-572-0369

# 4 WEEK BILLING INVOICE

# 214521380-002

Job Site  
PUBLIC WORKS  
324 PINE ST  
TARPON SPGS FL 34689-4004  
Office: 727-938-3719

Customer # : 515443  
Invoice Date : 02/11/23  
Date Out : 12/30/22 01:05 PM  
Billed Through : 02/24/23 00:00  
UR Job Loc : 324 PINE ST, TARPON  
UR Job # : 27  
Customer Job ID:  
P.O. # : CITY OF TARPON SPRIN  
Ordered By : TIM WILLIAMS  
Reserved By : MEGAN LAWRENCE  
Salesperson : MICHAEL WASILEWSKI

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CITY OF TARPON SPRINGS  
PO BOX 5004  
TARPON SPRINGS FL 34688-5004

Invoice Amount: \$3,779.00

Terms: Due Upon Receipt  
Payment options: Contact our credit office 212-333-6600 Ext. 84008  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

RENTAL ITEMS:		Description	Minimum	Day	Week	4 Week	Amount
Qty	Equipment						
1	11222882	TRUCK DUMP 3 YARD DSL Make: FORD Model: F-550 DUMP 4WD Serial: 1FDUF5HT3LDA06816 Meter out: 9770.00 Meter in: .00		338.00	950.00	2,172.00	2,172.00
1	11215519	TRUCK PU 3/4 TON 4X4 XL CREW CAB GAS Make: FORD Model: F250CREWXLG4WD Serial: 1FT7W2B63MED97464 Meter out: 39730.00 Meter in: .00		248.00	780.00	1,607.00	1,607.00
Rental Subtotal:							3,779.00
Agreement Subtotal:							3,779.00
Total:							3,779.00

## COMMENTS/NOTES:

CONTACT: TIM WILLIAMS  
CELL#: 727-224-3046

Billing period: 28 Days From 1/27/23 01:05 PM Thru 2/24/23 01:05 PM

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



BRANCH 668  
4300 118TH AVENUE NORTH  
CLEARWATER FL 33762  
727-572-0369

# PARTIAL RETURN INVOICE

# 214521380-003

Job Site  
PUBLIC WORKS  
324 PINE ST  
TARPON SPGS FL 34689-4004  
Office: 727-938-3719

Customer # : 515443  
Invoice Date : 03/01/23  
Rental Out : 12/30/22 01:05 PM  
Rental In : 03/01/23 09:25 AM  
UR Job Loc : 324 PINE ST, TARPON  
UR Job # : 27  
Customer Job ID:  
P.O. # : CITY OF TARPON SPRIN  
Ordered By : TIM WILLIAMS  
Reserved By : MEGAN LAWRENCE  
Salesperson : MICHAEL WASILEWSKI

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CITY OF TARPON SPRINGS  
PO BOX 5004  
TARPON SPRINGS FL 34688-5004

Invoice Amount: \$780.00

Terms: Due Upon Receipt  
Payment options: Contact our credit office 212-333-6600 Ext. 84008  
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

## RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11215519	TRUCK PU 3/4 TON 4X4 XL CREW CAB GAS Make: FORD Model: F250CREWXLG4WD Serial: 1FT7W2B63MED97464 Meter out: 39730.00 Meter in: 40475.20		248.00	780.00	1,607.00	780.00

Rental Subtotal: 780.00  
Agreement Subtotal: 780.00  
Total: 780.00

## COMMENTS/NOTES:

CONTACT: TIM WILLIAMS  
CELL#: 727-224-3046

Billing period: 5 Days From 2/24/23 01:05 PM Thru 3/01/23 09:25 AM

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



# 214521380

Job Site

PUBLIC WORKS  
324 PINE ST  
TARPON SPGS FL 34689-4004

Office: 727-938-3719

CITY OF TARPON SPRINGS  
PO BOX 5004  
TARPON SPRINGS FL 34688-5004

Customer # : 515443  
Agreement Date : 12/30/22  
Rental Out : 12/30/22 01:05 PM  
Scheduled In : 12/31/22 10:00 AM  
UR Job Loc : 324 PINE ST, TARPON  
UR Job # : 27  
Customer Job ID:  
P.O. # : CITY OF TARPON SPRIN  
Ordered By : TIM WILLIAMS  
Reserved By : MEGAN LAWRENCE  
Salesperson : MICHAEL WASILEWSKI

**This is not an invoice  
Please do not pay from this document**

RENTAL ITEMS:						
Qty	Equipment	Description	Minimum	Day	Week	4 Week
1	11222882	TRUCK DUMP 3 YARD DSL Make: FORD Model: F-550 DUMP 4WD Serial: 1FDUF5HT3LDA06816 Meter out: 9770.00		338.00	950.00	2,172.00
1	11215519	TRUCK PU 3/4 TON 4X4 XL CREW CAB GAS Make: FORD Model: F250CREWXLG4WD Serial: 1FT7W2B63MED97464 Meter out: 39730.00		248.00	780.00	1,607.00
SALES/MISCELLANEOUS ITEMS:						Rental Subtotal: 586.00
Qty	Item		Price	Unit of Measure	Extended Amt.	
1	PICKUP CHARGE		238.070	EACH	238.07	
						Sales/Misc Subtotal: 238.07
						Agreement Subtotal: 824.07
						Estimated Total: 824.07

### COMMENTS/NOTES:

CONTACT: TIM WILLIAMS  
CELL#: 727-224-3046

A CLEANING CHARGE WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE  
DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL  
DAMAGE INCLUDING TIRES. THERE WILL BE AN ADDITIONAL CHARGE FOR  
MISSING KEYS. A REFUELING SERVICE CHARGE WILL BE APPLIED TO  
ALL UNITS NOT RETURNED FULL OF FUEL  
SEE BELOW FOR EXPLANATION OF REFUELING SERVICE CHARGE  
\*\*\*\*\*

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?  
CONTACT UNITED ACADEMY TODAY  
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

SOURCEWELL BASED CONTRACT 062320 URI

**OPTIONAL RENTAL PROTECTION PLAN:** THE RENTAL PROTECTION PLAN IS NOT INSURANCE. The Rental Protection Plan is only available to direct commercial customers. Upon accepting the optional Rental Protection Plan, Customer agrees to pay a charge equal to 15% of the rental charges on the Equipment Customer wants covered by the Rental Protection Plan. In return, United agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Rental and Service Terms.

**NOTICE FOR RENTAL OF A MOTOR VEHICLE:** THIS CONTRACT OFFERS FOR AN ADDITIONAL CHARGE A DAMAGE WAIVER (or "Rental Protection Plan") TO LIMIT CUSTOMER'S FINANCIAL RESPONSIBILITY FOR DAMAGE TO, OR THEFT OF, THE MOTOR VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, CUSTOMER MAY WISH TO DETERMINE WHETHER CUSTOMER'S OWN INSURANCE GIVES CUSTOMER COVERAGE. THE PURCHASE OF THIS DAMAGE WAIVER IS NOT MANDATORY, AND MAY BE WAIVED OR DECLINED BY CUSTOMER.

**A CLEANING CHARGE:** WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE. THERE WILL BE AN ADDITIONAL CHARGE FOR MISSING KEYS AND TOLL TRANSPONDERS.

**REFUELING SERVICE CHARGE:** Customer is required to return the Equipment with a full tank of fuel. If Customer returns the Equipment with less than a full tank of fuel, Customer agrees to pay a Refueling Service Charge at the per gallon rate applicable at the time Customer returns the Equipment. (The current rate is available from the Store Location; but, the final rate may differ based on market conditions at the time of return). For additional information, see the Rental and Service Terms.

**ENVIRONMENTAL SERVICE CHARGE:** Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, United charges an Environmental Service Charge for certain rentals. The Environmental Service Charge is not a government-mandated charge, is not designated for any particular use, and is used at United's discretion. The Environmental Service Charge is 2.00% of the rental charge and will not exceed \$99. Customer acknowledges the items indicated above are subject to the Environmental Service Charge and Customer agrees to pay that Charge.

**DELIVERY:** If Customer chooses to have United deliver and pick up the Equipment, Customer agrees to pay a Delivery and Pickup Service Charge.

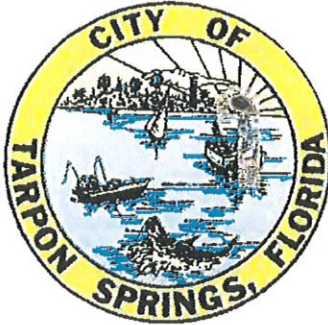
**READ BEFORE SIGNING:** By signing below, Customer: (i) agrees that Customer has received, read and agreed to the Rental and Service Terms and the optional Rental Protection Plan ("RPP") Terms (if the RPP is applicable) in effect as of the latest date below, both of which are amended from time to time and posted online at <https://www.unitedrentals.com/legal/rental-service-terms-us> and <https://www.unitedrentals.com/legal/rpp-us>, respectively, and are incorporated by reference into this Agreement; (ii) authorizes United Rentals to charge the payment method provided per the above-referenced terms; and (iii) acknowledges that the Equipment is in the condition as stated on the condition report(s). It is Customer's responsibility to review these terms and conditions from time to time for updates and changes. By agreeing to the Terms, you agree (1) to indemnify United for losses relating to his transaction; (2) that United's liabilities are limited, and (3) that United makes no warranties as to the equipment's merchantability, quality or fitness for a particular purpose; as well as other Terms affecting your rights.

X

CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ CUSTOMER NAME PRINTED \_\_\_\_\_ UNITED RENTALS REPRESENTATIVE/DELIVERED BY DATE \_\_\_\_\_

NOTICE: By accepting delivery of the Equipment listed above or making payment(s) to United for the Equipment listed above, Customer agrees to be bound by the Rental and Service Terms at the referenced URLs, even if the Rental and Service Agreement has not been fully executed. COPIES OF THE RENTAL AND SERVICE TERMS AND, IF APPLICABLE, THE RPP ARE AVAILABLE IN PAPER FORM UPON REQUEST. The Rental and Service Terms are posted online in Spanish at <https://www.unitedrentals.com/legal/rental-service-terms-us-sp>. Los términos del alquiler y del servicio están publicadas en línea en español en <https://www.unitedrentals.com/legal/rental-service-terms-us-sp>.





## CITY OF TARPON SPRINGS, FL

### Procurement Services

324 East Pine Street  
P.O. Box 5004  
Tarpon Springs, Florida 34688-5004  
(727) 942-5615  
Fax (727) 937-1766

**TO:** Jay Jackus, CPPO, CPPB, Chief Procurement Officer  
**FROM:** Anthony McGee, CPPB, MBA, Senior Procurement Analyst  
**DATE:** October 13, 2020  
**SUBJECT:** Administrative Approval to Award City File No. 210015-C-AM Sourcewell RFP 062320-URI, Rental Equipment Rental with Related Services

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#### RECOMMENDATION:

Award Sourcewell RFP 062320-UR, Rental Equipment with Related Services to United Rentals, Inc. in the estimated annual amount of \$15,000 for the period October 21 2020 through August 27, 2024 for City wide use.

#### BACKGROUND:

The purpose of this contract is to provide construction, maintenance and operational related rental equipment. This contract is effective August 27, 2020 through August 27, 2024, with a fifth year renewal option at the discretion of Sourcewell. A blanket purchase order will be issued annually to track the amount spent.

Sourcewell, a local government unit, is a service cooperative authorized to establish competitively awarded cooperative contracts on behalf of itself and its member agencies under the enabling authority of Minnesota.

#### FUNDING:

Funding will be identified as equipment is needed and receipts will be made against the blanket purchase order.

Approved: \_\_\_\_\_

  
Jay Jackus, CPPO, CPPB  
Chief Procurement Officer

Date of Approval \_\_\_\_\_

10-13-2020



**Solicitation Number: RFP #062320**

**CONTRACT**

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

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

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

**1. TERM OF CONTRACT**

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

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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



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

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

**B. WARRANTY.** The following warranties apply:

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

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

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

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

### 3. PRICING

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

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

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

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

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

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

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

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to 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**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract 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 Request Form will become an amendment to this Contract and 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. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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



The Report must contain the following fields:

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

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

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

## **11. LIABILITY**

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

## **12. AUDITS**

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

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

### **13. GOVERNMENT DATA PRACTICES**

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

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

### **14. INDEMNIFICATION**

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

### **15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

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

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

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

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

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

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

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

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

## **17. FORCE MAJEURE**

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

## 18. SEVERABILITY

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

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 20. INSURANCE



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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

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

## **21. COMPLIANCE**

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

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

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names



of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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

## 24. CANCELLATION

Sourcewell or Vendor 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 Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

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

United Rentals (North America) Inc.

DocuSigned by:  
By: Craig Schmidt  
55590D1F4D8A494...  
Craig A. Schmidt  
Title: Vice President National Accounts  
Date: 8/28/2020 | 5:15 PM CDT

Approved:

DocuSigned by:  
By: Chad Coauette  
7E42B8F817A84CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 8/28/2020 | 5:16 PM CDT