



CONTRACT 240153-RFP RENTAL, LEASE, AND PURCHASE OF EQUIPMENT AND ASSOCIATED SERVICES AND SUPPORT

C-73-25-004-X-00

This contract is entered into this 7th day of August 2024 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and United Rentals (North America), Inc., a Connecticut Corporation ("Contractor") for rental and lease equipment, used and new equipment for purchase, and related services and solutions to support Maricopa County and Participating Public Agencies ("PPAs").

1.0 CONTRACT TERM

This contract is for a term of five years, beginning on the 7th of August 2024 and ending the 31st of July 2029.

2.0 OPTION TO RENEW

The County may, at its option and with the concurrence of the Contractor, renew the term of this contract up to a maximum of five additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

3.0 CONTRACT COMPLETION

In preparation for contract completion, the Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the Contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

4.0 PRICE ADJUSTMENTS

Any requests for reasonable price adjustments must be submitted 60 calendar days prior to contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

5.0 PAYMENTS

5.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit A – Vendor Information and Pricing.

5.2 Payment shall be made upon the County's receipt of a properly completed invoice.

5.3 INVOICES

5.3.1 The Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract item number(s)
- Arrival and completion time
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Freight (if applicable)
- Mileage with rate (if applicable)
- Total amount due

5.3.2 Labor, services, and maintenance must be billed as a separate line item.

5.3.3 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

5.3.4 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an electronic funds transfer (EFT) process. After contract award, the Contractor shall complete the Vendor Registration Form accessible from the County Department of Finance Vendor Registration Web Site <https://www.maricopa.gov/5169/Vendor-Information>.

5.3.5 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

5.3.6 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

5.4 APPLICABLE TAXES

5.4.1 It is the responsibility of the Contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

- 5.4.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.
- 5.4.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

6.0 AVAILABILITY OF FUNDS

- 6.1 The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the Contractor fully informed as to the availability of funds.
- 6.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

7.0 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in contractor's bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

8.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and

may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the Contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

9.0 DUTIES

9.1 The Contractor shall perform all duties stated in Exhibit B – Scope of Work, or as otherwise directed in writing by the procurement officer.

9.2 During the contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

10.0 PURCHASING REQUIREMENTS

10.1 DELIVERY

10.1.1 Delivery is desired as soon as possible, and details shall be stipulated on the purchase order. Contractor shall notify the county representative listed on the order if the requested delivery date and/or the anticipated lead time cannot be met. Failure to communicate to County changes in the order status may result in default proceedings.

10.1.2 Delivery shall be F.O.B. Destination Freight Prepaid.

10.2 EXPEDITED DELIVERY

10.2.1 If the department determines that expedited delivery or other alternate shipping is required, it shall notify the contractor. The contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the department.

10.2.2 The department shall not advise the contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the department shall advise the contractor to proceed.

10.2.3 Upon receipt of material(s) and invoicing, the department shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The department shall retain all documents related to these costs.

10.3 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

10.3.1 Contract serial number

10.3.2 Contractor's name and address

10.3.3 Department name and address

10.3.4 Department purchase order number

10.3.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers, and package number(s), as applicable.

10.4 SHIPPING TERMS

Bid price(s) and terms shall be F.O.B. Destination Freight Prepaid at the location(s) stipulated on the purchase order. All delivery locations are within Maricopa County.

10.5 OPERATING MANUALS

Upon delivery, contractor shall provide comprehensive operational manuals, service manuals, and schematic diagrams, if required by the department.

10.6 INSTALLATION

The contractor shall be responsible to install and present for inspection all equipment in a complete and ready-for-use condition with all components functioning, cleaned, and tested. The contractor's price shall include delivery and installation as required of all equipment in complete operating condition.

10.7 ACCEPTANCE

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. Successful installation shall be defined as a) the material(s)/equipment is installed (as necessary) and fully operational; and b) initial training, if any, is complete. All documentation shall be completed prior to final acceptance.

10.8 MAINTENANCE

The contractor shall provide maintenance for the materials under this contract upon acceptance of materials by the department.

10.9 FACTORY AUTHORIZED SERVICE AVAILABILITY

The contractor shall have and maintain a factory authorized service facility and personnel that can provide service on-site that are capable of supplying and installing component parts, troubleshooting, repairing, and maintaining the equipment. Minimum service hours shall be from 6:00 a.m. through 5:00 p.m. MST, Monday through Friday, excluding County holidays, with after-hours services available upon request.

11.0 TERMS AND CONDITIONS

11.1 INDEMNIFICATION

11.1.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) caused by, or alleged to have been caused by, the negligent acts, errors, omissions, or mistakes of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable relating to contractor's performance of this contract.

11.1.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a

subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

11.1.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.

11.1.4 The scope of this indemnification does not extend to claims, damages, losses, or expenses to the extent they are caused by the negligence of the County.

11.2 INSURANCE

11.2.1 Contractor, at Contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

11.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.

11.2.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

11.2.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

11.2.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

11.2.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

11.2.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.

11.2.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

11.2.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

11.2.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

11.2.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this contract.

11.2.9.3 Workers' Compensation

11.2.9.3.1 Workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

11.2.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and Employer's Liability, or Commercial Umbrella Liability insurance obtained by Contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

11.2.10 Certificates of Insurance

11.2.10.1 Prior to contract award, Contractor shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

11.2.10.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual certificates of insurance.

11.2.10.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

11.2.10.4 Certificates of Insurance shall identify Maricopa County as the certificate holder as follows:

**Maricopa County
c/o Risk Management
301 W Jefferson St., Suite 910
Phoenix, AZ 85003**

11.2.11 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 301 W. Jefferson St. Suite 700, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

11.3 FORCE MAJEURE

11.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.

11.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

11.3.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

11.4 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

11.5 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

11.6 INTERNET ORDERING CAPABILITY

It is the intent of Maricopa County to use the Internet to communicate and to place orders under this contract.

11.7 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

11.8 PURCHASE ORDERS

11.8.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

11.8.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County procurement officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

11.9 BACKGROUND CHECK

Respondents may be required to pass multiple background checks (e.g., Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees, and the failure to pass these checks shall deem the respondent non-responsible.

11.10 SUSPENSION OF WORK

The procurement officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

11.11 STOP WORK ORDER

11.11.1 The procurement officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

11.11.1.1 cancel the stop work order; or

11.11.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

11.11.1.3 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

11.12 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the Contractor.

11.13 TERMINATION FOR DEFAULT

11.13.1 The County may, by written Notice of Default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

11.13.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

11.13.1.2 make progress, so as to endanger performance of this contract; or

11.13.1.3 perform any of the other provisions of this contract.

11.13.2 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

11.14 PERFORMANCE

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform, and any price differential will be charged against the Contractor.

11.15 CONTRACTOR EMPLOYEE MANAGEMENT

11.15.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.

11.15.2 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.

11.15.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.

11.15.4 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

11.16 TECHNICAL TRAINING TO COUNTY STAFF

11.16.1 The contractor shall provide training services to completely train County (or PPA) personnel in the use and care of the equipment, as needed. All training shall take place on-site in Maricopa County unless otherwise negotiated with County.

11.16.2 Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of for training shall be line item priced in the pricing section of the contract. Exceptions: Equipment purchased under project work shall be specified in the job scope to include training.

11.16.3 Training sessions shall be provided upon request by applicable County agencies.

11.16.4 Training shall be held at a County facility unless it is deemed necessary for the training to take place at contractor's facility.

11.16.5 Technical training shall be performed during regular business hours.

11.16.6 Contractor shall provide all training aids (e.g., service manuals, mock-up equipment; etc.).

11.16.7 County, under a separate purchase order, may purchase service manuals.

11.17 WARRANTY

11.17.1 All items furnished under this contract shall conform to the requirements of this contract and shall be in good working order.

11.17.2 The warranty provided with the equipment rented herein is the warranty provided by the original equipment manufacturer ("OEM"). Contractor will pass through all warranties to the County (or PPA), to the extent allowable, that the OEM provides.

11.17.2.1 The contractor agrees that it will, at its own expense, provide all labor and parts required to remove, repair, or replace and reinstall any items furnished under this contract that do not conform to the requirements of this contract or that are not in good working order during the term of this contract provided, however, if the repair or replacement is necessary due to the County's abuse, misuse or neglect, the County will be responsible for the cost of such repair or replacement. The contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

11.17.3 For services provided to the County or a Participating Public Agency, Supplier warrants the services will be performed in a good and workmanlike manner. The duration of the warranty shall be 30 days and shall commence upon acceptance by the County (or PPA) per section 10.7 Acceptance of this contract. 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 County (or PPA), 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.

11.18 INSPECTION OF SERVICES

11.18.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the contract requires.

11.18.2 County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

11.18.3 If any of the services do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

11.18.3.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

11.18.3.2 reduce the contract price to reflect the reduced value of the services performed.

11.18.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:

11.18.4.1 by contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

11.18.4.2 terminate the contract for default.

11.19 USAGE REPORT

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

11.20 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to A.R.S. § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating,

securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

11.21 SUBCONTRACTING

11.21.1 The Contractor may not assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

11.21.2 The subcontractor's rate for the job shall not exceed that of the prime Contractor's rate, as bid in the pricing section, unless the prime Contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime Contractor's invoice.

11.22 AMENDMENTS

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

11.23 ADDITIONS/DELETIONS OF REQUIREMENTS

The County reserves the right to add and/or delete materials and services to a contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a contract, prices for such additions will be negotiated between the Contractor and the County.

11.24 RIGHTS IN DATA

11.24.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

11.24.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

11.25 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

11.25.1 In accordance with Section MC1-372 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

11.25.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

11.26 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

11.27 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

11.28 VALIDITY

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

11.29 SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

11.30 RELATIONSHIPS

11.30.1 In the performance of the services described herein, the Contractor shall act solely as an independent Contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

11.30.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

11.31 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.>)

11.32 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

11.33 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

11.33.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers, and directors:

11.33.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

11.33.1.2 have not within a three-year period preceding this contract:

11.33.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; or

11.33.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

11.33.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;

11.33.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

11.33.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.

11.33.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

11.33.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e., transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.

11.34 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

11.34.1 By entering into the contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at www.uscis.gov.

11.34.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 11.34.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

11.35 CONTRACTOR LICENSE REQUIREMENT

11.35.1 The Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.

11.35.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

11.36 INFLUENCE

11.36.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

11.36.2 An attempt to influence includes, but is not limited to:

11.36.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

11.36.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

11.37 CONFIDENTIAL INFORMATION

11.37.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

11.37.2 The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

11.37.3 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

11.38 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

11.39 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

11.40 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

11.41 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

11.42 FORCED LABOR

11.42.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

11.42.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

11.42.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

11.42.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

11.42.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

11.42.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180-day period, the agreement terminates on the agreement termination date.

11.43 PRICES

Supplier represents to P.P.P. that the pricing offered under the Master Agreement is equal to the lowest overall available pricing (net to the buyer) and does not exceed the price for the same or substantially similar Products, Services and Solutions that it offered to Public Agencies taking into account the quantity of the Products, Services and Solutions requested, the geographical region of where the Products, Services and Solutions are ordered, delivered or performed, under the substantially similar terms and conditions.

11.44 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this contract and Contractor's license agreement, if applicable, the terms of this contract shall prevail.

11.45 INCORPORATION OF DOCUMENTS

11.45.1 The following are to be attached to and made part of this Contract:

11.45.1.1 Exhibit A – Vendor Information and Pricing

11.45.1.2 Exhibit B – Intent and Scope of Work

11.45.1.3 Exhibit C – Public Promise Procurement National Cooperative Documents

11.46 NOTICES

All notices given pursuant to the terms of this contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
301 W. Jefferson St. Suite 700
Phoenix, Arizona 85003-1647

For Contractor:

United Rentals (North America), Inc.
100 First Stamford Place #700
Stamford, CT 06902

11.47 INQUIRIES

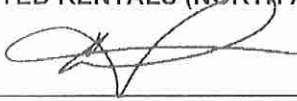
11.47.1 Administrative telephone/email inquiries shall be addressed to:

ROBERT NAMOR, PROCUREMENT OFFICER
TELEPHONE: (602) 506-8707
Robert.Namor@maricopa.gov

11.47.2 Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

IN WITNESS WHEREOF, this contract is executed on the date set forth above.

UNITED RENTALS (NORTH AMERICA), INC.



AUTHORIZED SIGNATURE

Craig Schmidt, Vice President of National Accounts

PRINTED NAME AND TITLE

100 First Stamford Place #700, Stamford, CT 06902

ADDRESS

7/26/2024

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

AUG 07 2024

DATE

ATTESTED:



CLERK OF THE BOARD

AUG 07 2024

DATE

APPROVED AS TO FORM:



DEPUTY COUNTY ATTORNEY

08/06/2024

DATE

EXHIBIT A: VENDOR INFORMATION AND PRICING

| | |
|----------------------------------|--|
| COMPANY NAME: | United Rentals (North America), Inc. |
| DOING BUSINESS AS (dba): | |
| MAILING ADDRESS: | 100 First Stamford Place #700, Stamford CT 06902 |
| REMIT TO ADDRESS: | 100 First Stamford Place #700, Stamford CT 06902 |
| TELEPHONE NUMBER: | 877-874-4468 |
| FAX NUMBER: | 877-735-7450 |
| WWW ADDRESS: | www.unitedrentals.com |
| REPRESENTATIVE NAME: | Brad Laws |
| REPRESENTATIVE TELEPHONE NUMBER: | 504-915-6013 |
| REPRESENTATIVE EMAIL ADDRESS | govrents@ur.com |

| | <u>YES</u> | <u>NO</u> | <u>REBATE</u> |
|--|-------------------------------------|--------------------------|---------------|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

PAYMENT TERMS: NET 30 DAYS

240153-Pricing Page - United Rentals (North America) Inc.xlsx

EXHIBIT B: INTENT AND SCOPE OF WORK**1.0 INTENT**

- 1.1 The intent of this request for proposals (RFP) is to award a contract(s) for the broadest possible selection of rental and lease equipment, used and new equipment for purchase, and related services and solutions to support Maricopa County (County) and Participating Public Agencies (PPAs).
- 1.2 The County is soliciting these services on behalf of itself and other government agencies. The resulting contract(s) may be available through Public Promise Procurement (PPP), powered by National Association of Counties (NACO).
- 1.3 The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill set to satisfy the County's needs or to ensure adequate competition on any project or task order work.
- 1.4 The County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

2.0 SCOPE OF SERVICES**2.1 PRODUCTS AND SERVICES**

To meet the various needs of the County and PPAs, suppliers are required to have the ability to respond to all of the categories listed below:

- 2.1.1 Aerial Equipment and Work Platforms: Equipment providing vertical and horizontal reach and lift for equipment and safe stable work platforms for workers. Examples of such equipment may include scissor lifts, boom lifts, telescopic handlers (telehandlers), low-level lifts, vertical lifts, stock-pickers, scaffolding and ladders.
- 2.1.2 Material Handling Equipment: Diverse range of tools, vehicles, and accessories involved in the transporting, storing, protecting, and distributing of various materials. Equipment such as forklifts, telehandlers, pallet jacks, and order pickers are examples.
- 2.1.3 Climate Solutions: Equipment used for heating, ventilating, and air conditioning (HVAC) and indoor air quality including dehumidification, purification, fluid control, and drying. Examples may include chillers, heaters, evaporative coolers, portable dryers, air filters, and purifiers.
- 2.1.4 Construction Tools, Lighting Solutions, and Site Equipment: Light, medium, and heavy-duty power tools and site illumination equipment such as towable light towers, sanders, augers, grinders, compactors, chain saws, hydraulic tools, portable generators, and portable air compressors.
- 2.1.5 Heavy Construction and Earthmoving Equipment: Equipment designed for manipulating and transporting heavy loads including dirt, rocks, and other materials during excavation and construction. Examples include excavators, backhoe loaders, bulldozers, skid steer loaders, dump trucks, and track loaders.
- 2.1.6 Hygiene Facilities, Portable: Individual and multi-unit toilet, shower, handwash, eyewash, and other facilities for personal, health, or industrial hygiene – including associated services and supplies.

- 2.1.7 Grounds Maintenance, Snow, Ice, and Debris Removal Equipment: Equipment designed for tree, lawn and landscape maintenance such as stump grinders, brush chippers, zero-turn and walk-behind mowers, blowers, spreaders and sprayers. Equipment for snow and ice management and removal such as snowplows (V, straight-blade, and wing), spreaders and sprayers, snow blowers/throwers including two- and three-stage, snow melting machines, salt-spreader trucks and rotary brushes and brooms including runway brooms.
- 2.1.8 Inspection and Screening Systems: Equipment and devices used to inspect and/or screen including metal detectors, x-ray, thermal, and infrared equipment and others.
- 2.1.9 Power Equipment: Services and equipment used to provide electrical power including generators, uninterrupted power supply (UPS), batteries, and all other equipment to provide power.
- 2.1.10 Trench and Shoring Safety: Safety equipment for trenching and excavation projects such as trench shields (trench boxes), hydraulic shoring, sheet piling, access barricades, and monitoring systems.
- 2.1.11 Fencing and Crowd Control Barriers: Materials and equipment to control access and flow including fencing of all types, retractable belt barriers, rope and stanchion systems, steel barriers, plastic barriers, and water-filled barriers.
- 2.1.12 Industrial Solutions: Maintenance services on various types of government owned plant and power generation equipment such as that listed herein.
- 2.1.13 Training and Certification Services: Provide Occupational Safety and Health Administration (OSHA) required training and all required operator certifications for equipment such as that listed herein.

2.2 ADDITIONAL PRODUCTS AND SERVICES

It is highly desirable that contractor(s) can respond to the categories listed below:

- 2.2.1 Portable Shelters: Versatile structures designed for temporary or semi-permanent for use in various settings such as heavy-duty portable shelters, ShelterCoat (or equivalent) portable buildings, tents (frames, clear-span, pole, and sail cloth), commercial fabric shelters, trailers, and related services including but not limited to installation, maintenance, repair, and removal.
- 2.2.2 Equipment Operators: Properly licensed, trained, and experienced personnel to operate equipment such as that listed herein.
- 2.2.3 Miscellaneous Products & Services: Solutions not otherwise listed herein regularly available for rent, lease or purchase.

2.3 PRODUCT AND SERVICE REQUIREMENTS

- 2.3.1 All products and services shall comply with all applicable industry standards, laws, and regulations. Additionally, the contractor(s) possess the ability to professionally market, distribute and support the equipment, products and services offered. Deviations from industry standards must be identified and approved by the purchaser prior to sale.
- 2.3.2 All equipment and products must be new, well-maintained used, current or recent model, and delivered fully operational, with full support while in service. When current or recent model equipment is not available, Contractor may propose older models that otherwise comply with the foregoing statement, such equipment must

be approved in writing by the County prior to delivery. Noncomplying or inoperable equipment shall be replaced and promptly removed upon notification to contractor(s) by the County or PPA.

2.3.2.1 All equipment, products, and services may be refreshed by contractor(s) to comply with Section 2.3.2 including the incremental insertion of newer equipment, products, and services to replace obsolete or ineffective models, improve reliability, improve maintainability, reduce cost, and/or add performance enhancement.

2.3.3 All services must be provided in accordance with industry and professional standards, manufacturer requirements and all Federal, state, county and other government laws, regulations, policies, and procedures.

2.3.4 Turnkey solutions provide a combination of equipment, products and services, delivery and installation of equipment, systems, software, etc. to a properly operating status in accordance with mutually agreed upon operating requirements.

2.3.5 New equipment, products, and services may be added to the contract to enhance the offering to public agencies within the Scope of Services (Section 2.0) with the approval of the County. This includes the addition of new manufacturers and service providers, as necessary. All additions shall be treated as if contained herein.

2.3.6 Contractor(s) shall be responsible for maintaining contract product and service catalog, including current contract pricing. All required changes shall be in compliance with terms and conditions specified herein and provided directly to the County.

2.3.7 At the time of any rental of equipment under the terms of the resultant contract, County or PPA personnel may sign the company's standard rental agreement/delivery ticket as evidence of receipt of the equipment. The County or the PPA personnel accepting equipment will not be authorized to obligate or bind the respective agency to contractual terms and conditions; therefore, signature on a rental agreement/delivery ticket is solely an acknowledgement of receipt of the equipment. Any pre-printed terms on the rental agreement/delivery ticket shall govern the rental transaction only to the extent that such terms are not in addition to or in conflict of, the terms of the resultant contract which shall govern all transactions between parties.

2.4 CONTRACTOR QUALIFICATIONS

2.4.1 Required Experience

2.4.1.1 Contractor shall have a minimum of five years of experience performing the work listed in the Scope of Services. Proof of such must accompany the bid packet.

2.4.1.2 Contractor's firm must have been in the business of providing services herein for a minimum of five years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Proof of such must accompany the bid packet and will be inspected prior to award.

2.4.2 Service Capabilities – Contractor(s) shall have the demonstrated capability of meeting all the County's local requirements for products, services, and solutions, and for offering products, services, and solutions nationally. Supplier shall have the demonstrated capability to comply with Section 2.0 Scope of Services.

- 2.4.3 Contract/Program Support – In addition to the requirements in Section 2.4.2, contractor(s) shall provide a representative who shall be the main point of contact for the Master Agreement (MA) and who shall be knowledgeable about all aspects of the contract, will manage contract administrative requests, and solve problems that may arise.
- 2.4.4 Federal Program Support – Contractor must have demonstrated ability to assist public agencies with Federal program documentation and other compliance reporting activities.

2.5 PRICING REQUIREMENTS

- 2.5.1 National Pricing – Contractor represents to P.P.P. that the pricing offered under the Master Agreement is equal to the lowest overall available pricing (net to the buyer) and does not exceed the price for the same or substantially similar Products, Services and Solutions that it offered to Public Agencies taking into account the quantity of the Products, Services and Solutions requested, the geographical region of where the Products, Services and Solutions are ordered, delivered or performed, under the substantially similar terms and conditions.
- 2.5.2 Market Basket Pricing – The Market Basket is for evaluation purposes only. Any changes in pricing beyond the first 365 days shall be in accordance with Paragraph 4.0 Price Adjustments. The Market Basket is intended for evaluation of the catalog of products listed in the Scope of Services in Section 2.0. Suppliers must identify under each category, all equipment, products, and services available and provide the required pricing for each item. All unit prices for the Market Basket must be based on the established catalog or list price in effect at the time of submission.

2.6 LEASE OR PURCHASE OF EQUIPMENT

Contractor(s) proposals may provide the County (or PPAs) with the options for lease or purchase of equipment. Lease offerings may include lease only or lease-to-purchase options. The purchase of equipment may include new or used equipment and any financing options that may be offered by the contractor to the County (or PPA).

- 2.6.1 Leased Equipment: Any equipment leased shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and attachments shall be in place and functioning according to the manufacturer's design.
- 2.6.2 Lease or Purchase of New Equipment: All lease or purchases of new equipment shall be new, unused, fully functional, and capable of performing the task(s) it was designed to perform under the manufacturer's warranties shall apply. No cost may be charged to the County or PPA without a signed receipt of acceptance of the equipment.
- 2.6.3 Lease or Purchase of Used Equipment: All used equipment shall be fully functional and capable of performing the task(s) it was designed to perform under the manufacturers' guidelines. All available manufacturers' warranties shall apply. No cost may be charged to the County or PPA without a signed receipt of acceptance of the equipment. All safety equipment and attachments must function as per the manufacturer's design. Any visual or pre-existing damage to the equipment shall be clearly defined in writing and signed off by the County or PPA prior to purchase. The contractor and the County (or PPA) will review the condition of the equipment at point of delivery. No fees may be charged to the County or PPA without a signed receipt of acceptance of the equipment.

2.7 CUSTOMER SUPPORT/SERVICE REQUIREMENTS

Contractor(s) shall respond to the County's requirements for products and services, as well as a national demand for services with their comprehensive contract offering supported by corporate executives, national program management, field and internal sales personnel, customer service personnel, financial services personnel, contract support personnel, technical and technical support personnel, and others.

2.8 CATALOG REQUIREMENTS

Contractor(s) shall maintain a web-accessible electronic catalog of products and equipment offered populated with the current approved contract pricing. The catalog shall be available 24 hours, 365 days per year except for brief downtimes for pre-scheduled maintenance. The web-accessible electronic catalog shall also be downloadable or printable to agency users.

2.9 SECURITY REQUIREMENTS

Contractor(s) will be required to comply with security requirements for the County as well as for Participating Public Agencies (PPAs).

2.10 CONSULTING AND REPORTING

Contractor(s) shall provide reports to and consultation with the County, PPA's and/or PPP as required by the contract or Administrative Agreement.

2.11 TECHNICAL AND DESCRIPTIVE SALES LITERATURE

The contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature (e.g., PDF versions of sales literature, brochures, and/or webpages) specific to the material(s) the contractor proposes to provide. Literature shall be sufficient in detail to allow for full and fair evaluation of the material(s) submitted and must be included with the bid. Failure to include this information may result in the bid being rejected.

EXHIBIT C: PUBLIC PROMISE PROCUREMENT NATIONAL COOPERATIVE
DOCUMENTS

240153-Exhibit C - Public Promise Procurement (PPP)-United Rentals (North America) Inc.pdf