

State of Georgia

Statewide Standard Contract Form

Solicitation Title Equipment Rental	Solicitation Number 99999-SPD-S20190913B	Contract Number 99999-SPD-S20190913B-0002
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1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services (hereafter called Agency)

Contractor's Name
Sunbelt Rentals, Inc. B(hereafter called Contractor)

2. Contract to Begin: 6/1/2021	Date of Completion: 08/27/2022	Renewals: 2 1yr Options
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3. Performance Bond, if any: N/A	Other Bonds, if any: N/A
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4. Authorized Person to Receive Contract Notices for Agency: Carl Hall, Daniel Garnett	Authorized Person to Receive Contract Notices for Contractor: N'ya Newsome, Sunbelt Contract Team
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5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

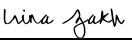
Attachment 1:	Sourcewell Master Agreement 06230-SNB and State of Georgia Participating Addendum
Exhibit A:	State of Georgia Contract Terms and Conditions for Equipment Rental
Exhibit B:	Not To Exceed Rental Rates
Exhibit C:	Waiver of Contractor's Standard Agreement for State of Georgia

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)
Sunbelt Rentals, Inc.

By (Authorized Signature) 	Date Signed 5/21/2021
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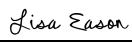
Printed Name and Title of Person Signing
Irina Zakh, Customer Contract Manager

Address
2341 Deerfield Drive Fort Mill, SC 29715

7.

Agency

Agency Name
Department of Administrative Services

By (Authorized Signature) 	Date Signed 5/24/2021
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Printed Name and Title of Person Signing
Lisa Eason, Deputy Commissioner of State Purchasing Division, DOAS

Address
200 Piedmont Ave SE #1804 Atlanta, GA

**PARTICIPATING ADDENDUM
SOURCEWELL
EQUIPMENT RENTAL AND SERVICES**

AGREEMENT
(Hereinafter "SOURCEWELL Master Agreement")
Contract Number: **062320-SNB**

Sunbelt Rentals Inc.

(Hereinafter "Contractor")

And

State of Georgia
(Hereinafter "Participant")

This Addendum is entered into by the **State of Georgia** (hereinafter "the Participant" or DOAS or the "State of Georgia") and Sunbelt Rentals Inc. (hereinafter "Contractor" and together with the Participant, the "Parties") pursuant to that certain Contract, between Contractor and Sourcewell (formerly NJPA) for the provision of Rental Equipment for Construction and Related Maintenance of Facility Operations effective as of August 23, 2020 as subsequently amended (together with its exhibits and attachments, the "Sourcewell Master Agreement"). This Addendum and the exhibits attached hereto shall be collectively referred to as this "Statewide Contract".

WHEREAS, **State of Georgia** is a member of Sourcewell;

WHEREAS, **State of Georgia** desires to rent equipment related to construction or equipment related to facility and maintenance projects from Contractor as set forth in the Sourcewell Master Agreement; and WHEREAS, **State of Georgia** desires to add terms and conditions to the Sourcewell Master Agreement; and

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

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

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

2. **Scope:** This Addendum authorizes and governs the State of Georgia's participation in the Sourcewell cooperative purchasing opportunity for Rental Equipment for Construction and Related Maintenance or Facility Operations, based on Master Agreement 062320-SNB by and between Sourcewell and Sunbelt Rentals Inc.

The State of Georgia, State Purchasing Division, reserves the right to narrow or expand the categories of goods and/or services available to be prospectively offered through this Addendum, at its sole discretion, by amendment and/or unilateral written notification to the Contractor, at any time. The State may elect to make the categories of goods and/or services available through the Statewide Contract to be more restrictive than set forth in Master Agreement 062320-SNB by and between Sourcewell and the Contractor.

Accordingly, the initial inclusions and exclusions of goods and services available through Statewide Contract, in relation to those available through Master Agreement are as follows:

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- a. Exclusions: sale of used (or new) equipment; sale of any warranty programs; Sale of rental insurance or protection plan to state owned entities.
- b. Inclusions: all other goods and services in Master Agreement #062320-SNB not herein excluded

3. **Participation**: This Addendum may be used by all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions and colleges and universities. The statewide contract(s) will also be available on a convenience basis to other governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users.

Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official

4. **Additions to Sourcewell Master Agreement**: The terms and conditions set forth in Exhibit A: State of Georgia Contract Terms and Conditions for Equipment Rental and the pricing schedule set forth in Exhibit B: Not To Exceed Rental Rates attached hereto are incorporated herein and made a part hereof by this reference. In the event of inconsistent terms between this Addendum, Exhibit A, Exhibit B and the Sourcewell Master Agreement, the following order of precedence shall govern and control the agreement between the Parties: (a) this Addendum; (b) Exhibit A; (c) Exhibit B; and (d) Sourcewell Master Agreement, as may be amended (e) the Solicitation; (f) Contractor's response to the Solicitation (g) Contractor's Standard Agreement, as revised and accepted by Sourcewell.

5. Periodic Performance/Sales Reports

The Contractor shall submit the following management report(s) to the DOAS identified contract administrator. If specified by DOAS contract administrator, all electronic reports must be submitted in Microsoft Excel or Microsoft Access format. If applicable, reports should include the ability to sort/summarize by account.

Quarterly Sales Report

Statewide sales by customer, including the following: product number, product description, manufacturer name, NIGP code, merchandise class code/indicator, quantity shipped, list price, unit price, total spend, etc. At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace within 20 calendar days of the end of the State's fiscal quarter as specified in Section 3.5.

Ad Hoc Report(s)

Contractor may be required to provide Ad Hoc reports to DOAS from time to time, based on unique data request associated with the sale of products/services awarded under any resultant contract. DOAS will work with the Contractor to identify the specific informational items needed and the physical format of the report.

Small Business Subcontracting Report(s)

Contractor may be required to provide periodic reports on the goals and metrics surrounding its subcontractors and regarding the extent of compliance by the Contractor with any proposed subcontracting plan. In addition, Contractor may be required to cooperate in any studies or surveys. Specifically, DOAS will work with the Contractor to identify the specific informational items needed and the physical format of the report.

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6. Quarterly Business Review Meetings

The Contractor must be prepared to participate in quarterly business review ("QBR") meetings at DOAS' request. During the QBR meetings, the Contractor will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The QBR meeting will also focus on the status of service level agreements and key performance indicators agreed to by Contractor and DOAS. The QBR meeting may involve, but not be limited to, the following: review of the Contractor's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, development/monitoring of a Contractor service "scorecard."

7. Team Georgia Marketplace™ Virtual Catalog

DOAS utilizes electronic catalog hosting and management services to enable state customers to access a central online website to view and/or shop the goods and services available from existing statewide contracts as further described in that agreement. The central online website is referred to as Team Georgia Marketplace™ and the catalog site is referred to as the Virtual Catalog.

Contractor's Interface with the Virtual Catalog

The Contractor must cooperate with DOAS and Jaggaer (formerly known as SciQuest), in the event DOAS selects this statewide contract to be exhibited on the Virtual Catalog. At a minimum, the Contractor agrees to the following:

1. Upon DOAS' written request, Contractor will deliver within thirty (30) days of such request either (1) a Hosted Catalog or (2) Punch-Out catalog or a combination of both. Contractor will cooperate with DOAS and Jaggaer to create a schedule to enable the integration of the Contractor's statewide contract offering into the Virtual Catalog within a reasonable time period as determined by DOAS..
2. If requested by DOAS, Contractor will join the Jaggaer Contractor Network (JSN) and will have the option of using the Jaggaer's Contractor Portal to extract the Contractor's catalog and pricing, upload products, pricing and images into the Jaggaer system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery or through low-tech options such as e-mail and fax. More information about the JSN can be found at: www.jaggaer.com or call the Jaggaer Contractor Network Services team at 919-659-2152 or 800- 233-1121.
3. Contractor will support use of the latest version of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC are owned by the United Nations Development Programmed (UNDP) are managed by GS1 US. Updates to the UNSPSC are conducted at a minimum of once a year. The State of Georgia reserves the right to migrate to future versions of the UNSPSC and the Contractor will be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to an appropriate UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.org> and <http://www.unspsc.org/faqs#How>.
4. DOAS will decide which of the catalog structures (either Hosted, Punch-Out, or both as further described below) will be provided by the Contractor. Regardless the type of catalog(s) selected, items displayed within the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting statewide contract are not to be viewable by User Agencies).
 - a. Hosted Catalog. By providing a Hosted Catalog, the Contractor is providing a list of its products/services, pricing, and images in an electronic data file in a format accepted by Jaggaer's System Integration, such as Tab Delimited Text files. In this scenario, the

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Contractor must submit updated electronic data from time to time to DOAS to maintain the most up-to-date version of its product/service offering under the statewide contract in the Virtual Catalog.

- b. Punch-Out Catalog. By providing a Punch-Out Catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the Virtual Catalog as follows: Standard Punch-In via Commerce extensible Markup Language (cXML). In this scenario, the Contractor ensures its online catalog marketplace is up-to-date by periodically updating the offered products/services and pricing listed on its online catalog. Updates and Changes made to the Contractor's Online Catalog, as it relates to pricing and adding of items, must be approved by DOAS prior to enabling. If awarded multiple contracts, Contractor agrees to maintain a single Punch-Out site and provide the appropriate contract id on each item returned to Jaggaer. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality that is retrievable for purchase through the Integration to facilitate volume discounts. Contractor will need to be able to facilitate the delivery of Level II Punch-Out within this Integration.
5. Minimum Requirements: Whether the Contractor is providing a Hosted Catalog or a Punch-Out Catalog, the Contractor will meet the following requirements:
 - a. Catalog must contain the most current pricing* and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the statewide contract; and
 - b. The accuracy of the catalog must be maintained by Contractor throughout the duration of the statewide contract between the Contractor and DOAS; and
 - c. The Catalog must include a State-specific contract identification number; and
 - d. The catalog must include detailed product line item descriptions; and
 - e. The catalog must include pictures or diagrams when possible;** and
 - f. The catalog must include DOAS accepted Unit of Measure
 - g. The catalog must include any additional DOAS content requirements.***
6. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by DOAS and will be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no statewide contract showcased in the Virtual Catalog may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to Hosted Catalogs:
 - a. Updated pricing files are required by the 1st of the month and will go into effect in the Virtual Catalog on the 1st day of the following month (i.e. file received on 1/01/09 would be effective in the Virtual Catalog on 12/01/09). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the Virtual Catalog on 1/01/10).
 - b. DOAS-approved price changes are not effective until implemented within the Virtual Catalog. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in the Virtual Catalog.
 - c. Contractor will be required to honor pricing, for an agreed upon time, on orders that are considered to be "in-flight" at the time the price change goes into effect.
7. Contractor must be able to accept Purchase Orders via fax, e-mail, cXML or EDIINT.
 - a. For Punch-Out Catalogs the Contractor must accept orders Catalog generated orders via cXML or EDIINT. For Orders consisting of items that are considered, non-catalog items, orders must be able to be received as stated above.

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- b. For Purchase Orders received via email, the Contractor must provide a dedicated email address (i.e. orders@company.com) that is monitored during normal business hours.
- c. The Contractor is required to provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

8. Contractor agrees that DOAS controls which contracts appear on the Virtual Catalog and that DOAS may elect at any time to remove any Contractor's offering from the Virtual Catalog.

*Current pricing is to be inclusive of all administrative fees, delivery costs, production costs, third-party pass-through charges, or any markups or adjustments.

**Details regarding the submission of image files and catalog content will be discussed during the enablement process; however, the following represents key information regarding the submission of product image files:

- Provide URL links to the product images (preferred method) or actual image files (in gif, jpeg and other commonly used formats) for all of the items in the Contractor's catalog that will be hosted by the Virtual Catalog. These images are displayed to the customer directly in search results as well as in the product details window.
- Provide the actual image files in a 'zip archive'. Please go to www.winzip.com to download the WinZip® application that is needed to create such an archive as well as additional details about using WinZip® application.
- Provide only one image per product.
- Color pictures are preferred; however, black and white pictures or drawings are acceptable if this is the current standard for the Contractor's business marketing.
- Please note the Virtual Catalog prefers jpg format for image files (280X280 pixels) although images in many other formats are accepted.
 - o When an image is in jpg format, it is resized to 280X280 pixels, if necessary, to maintain a consistent appearance for the Virtual Catalog.
 - o When an image is in a format other than jpg, it will be converted to jpg and resized to 280X280 pixels to maintain a consistent appearance for the Virtual Catalog.
 - o As products change, updated image files must be submitted to update the Virtual Catalog.
 - o Provide a corporate logo image in the following sizes. Logo will be used for display on the Contractor/Contract profile.
 - 30 pixels (H) x 70 pixels (W)
 - 50 pixels (H) x 115 pixels (W)
 - 300 pixels (H) x 200 pixels (W)

In rare instances where an image is not available, Jaggaer and DOAS will work with the Contractor to determine the best solution for advertising the Contractor's offering.

*** Existing Contractors in the SQSN normally host one (1) general product catalog that is made available for all customers. This avoids duplication of effort for the Contractor and brings improvements to the catalog to all customers at once. It is rare that individual customers have needs that are not also required by others. Jaggaer does not prohibit 'private' catalogs but recommends review of requirements with the Contractor enablement consultants and the Contractors in question first. Although Contractors in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different Georgia agencies. For example, a Contractor may have different pricing for state government agencies and Board of Regents institutions. Contractors have the ability and responsibility to submit

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separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the person viewing the catalog.

In the event DOAS selects this statewide contract to be included on the Virtual Catalog, Jaggaer's technical documentation will be provided to the Contractor after (1) the Contractor has been formally invited by DOAS to join the Virtual Catalog and (2) the Contractor has joined the Jaggaer Contractor Network and signed up for Jaggaer's Contractor Portal. These services will be provided by Jaggaer at no additional cost to the Contractor. Contractor agrees that Contractor's statewide contract pricing includes any and all costs to the Contractor in complying with these provisions.

The Board of Regents and select colleges currently maintain separate instances of certain statewide contracts through Jaggaer. In the event Board of Regents or one or more colleges elects to publish the resulting statewide contract in the board/college's Jaggaer catalog, the awarded Contractor agrees to work in good faith with the board/college to implement the catalog. DOAS does not anticipate that this will require additional efforts by the awarded Contractor; however, the Contractor agrees to take commercially reasonable efforts to enable such separate Jaggaer catalogs or related integrations (i.e., electronic order submission, e-invoicing, etc.). Contractors are welcome to submit questions regarding this requirement during the Q&A period and/or during the Bidders'/Contractors' Conference.

9. State of Georgia Payment Programs

The State of Georgia provides for the use of several payment methods including ePayables, Purchasing Card (PCard), and Automated Clearing House (ACH) transfers. DOAS will determine the most advantageous method(s) of Contractor payment for the Statewide Contract. Potential Contractors need to be prepared to accommodate any and all forms of payments.

The State of Georgia PCard may be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. Contractor agrees to accept payment via PCard and shall impose no fee on either DOAS or any Authorized User for the use of the State of Georgia PCard pursuant to this statewide contract. The Contractor also agrees to accept payment via ePayables and shall impose no fee on either DOAS or any Authorized User for the use of ePayables pursuant to this Statewide Contract. Payment via ePayables is the preferred method of compensation processing. DOAS has entered into a Contract with its PCard provider, Bank of America, to provide the e- Payables solution which will allow DOAS and Authorized Users to facilitate electronic payment by DOAS and Authorized Users to the Contractor.

All purchases made by Authorized Users' representatives utilizing State of Georgia ePayables shall be exempt from sales tax. It is the responsibility of the Authorized User representative to provide the Authorized User's tax identification number as needed at the point of sale.

the Contractor shall keep the State of Georgia ePayables numbers confidential and shall not disclose the State of Georgia ePayables numbers except as expressly authorized by DOAS. The Contractor represents that State of Georgia ePayables numbers will be processed, transmitted and stored in compliance with the Payment Card Industry Data Security Standard. The Contractor shall provide immediate written notice to the current DOAS Contract Administrator in the event of (1) any unauthorized disclosure of State of Georgia ePayables Numbers or (2) Contractor's failure to maintain compliance with the Payment Card Industry Data Security Standard in the Contractor's contract performance. The Contractor agrees to cooperate with DOAS, Authorized Users, and DOAS contractual partner(s) for ePayables in resolving any issues or disputes.

10. Administrative Fee and Sales Reporting Submission:

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect monies, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A.

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Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this statewide contract, DOAS requires each Contractor to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is 1.0 percent (%) of rental charges only. All Contractors agree that the Fee will not be identified separately from the product and/or service pricing offered to Authorized Users wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by the awarded Contractor and remitted to DOAS in accordance with the following paragraphs.

- a. Quarterly Payment and Sales Reporting Requirements. The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Contractor Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:

<i>DOAS' Fiscal Quarters</i>	<i>Months</i>	<i>Contractor's Quarterly Sales Report Due Date</i>	<i>Contractor's Payment Due Date (In Response to DOAS generated Invoice)</i>
<i>Quarter 1</i>	<i>July 1st- September 30th</i>	<i>October 20th</i>	<i>November 15th</i>
<i>Quarter 2</i>	<i>October 1st- December 31st</i>	<i>January 20th</i>	<i>February 15th</i>
<i>Quarter 3</i>	<i>January 1st- March 31st</i>	<i>April 20th</i>	<i>May 15th</i>
<i>Quarter 4</i>	<i>April 1st - June 30th</i>	<i>July 20th</i>	<i>August 15th</i>
			30 DAYS FOLLOWING TERMINATION OF SWC

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace, including the Contractor's most up-to-date Invoice Contact Name (Billing Contact), Contractor Billing Address, and Contractor Billing E-Mail. In the event that no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Contractor Portal of Team Georgia Marketplace. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through Electronic Funds Transfer (EFT).

By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness.

- b. Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. Contractor

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shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours. Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

In no event shall Contractor retain any amount of money in excess of the compensation to which Contractor is entitled and all Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.

- c. Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Contractor shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.
- d. Late Payment Fee. In the event DOAS does not receive the Contractor's payment of the Fees on or before the Contractor's Payment Due Date, the parties agree the Contractor must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

$$\begin{aligned} & (\text{Administrative Fee Amount Due}) \times (18\%) \\ & = XX / 365 \text{ (366 for leap years)} = Y \end{aligned}$$

$$Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed}$$

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Contractor makes an error and overpays, the Contractor is responsible for alerting DOAS in writing of the Contractor's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund or credit the overpayment amount to the Contractor no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Contractor's overpayment of Fees.

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- e. Default. **THE CONTRACTOR'S RESPONSIBILITY TO COLLECT AND REMIT THE ADMINISTRATIVE FEE ON BEHALF OF DOAS IS A SERIOUS RESPONSIBILITY AS THE CONTRACTOR IS HANDLING STATE FUNDS.** Accordingly, failure to comply with these contractual requirements shall constitute grounds for declaring Contractor in default and recovering procurement costs from Contractor in addition to all outstanding Fees and interest.

11. Standard Insurance Requirements

The Contractor shall procure and maintain, until all of its obligations have been discharged (including any warranty periods under the statewide contract have been satisfied), insurance which shall protect the Contractor and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS.

The Contractor is required to maintain the following insurance coverage's during the term of the statewide contract:

Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee \$100,000;
Bodily injury by disease - per employee \$100,000;
Bodily injury by disease - policy limit \$500,000.

Commercial General Liability Policy with the following minimum coverage:

Policy shall include bodily, property damage and broad form contractual liability coverage.

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Ops.Aggregate Limit	\$2,000,000

Automobile Liability:

Bodily Injury and Property Damage for any owned, hired or non-owned vehicles used in the performance of the statewide contract

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Combined Single Limit	\$1,000,000
Errors and Omissions Limit	\$2,000,000
	If providing professional services
Commercial Umbrella Limit	\$2,000,000.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance (ACORD form or equivalent approved by the State) showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract and remain in effect for the duration of the statewide contract. The foregoing policies shall be obtained from insurance companies authorized to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Prior to the execution of the contract, the Contractor must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the contract number. The Contractor's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided

12. Term: The term of this Addendum will commence on the date identified on the Statewide Contract Form. This Addendum shall terminate on the earlier of: (a) termination of the Sourcewell Master Agreement, as may be amended; or (b) the effective date of termination specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

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

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

Sourcewell

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

Contractor

Name: N'ya Newsome
Address: Sunbelt Rentals, Inc. 1450 Howell Mill Rd.
 Atlanta, GA 30318

Telephone: 404-263-8257
Fax:
Email: nya.newsome@sunbeltrentals.com

**PARTICIPATING ADDENDUM
SOURCEWELL
EQUIPMENT RENTAL AND SERVICES**

With a copy to:

Name:

Contract Team

Sunbelt Rentals, Inc.

2341 Deerfield Dr.

Fort Mill, SC 29715

Participant

Name: Daniel Garnett

**Address: 200 Piedmont Avenue S.E.
Suite 1302, West Tower
Atlanta, Georgia 30334-9010**

**PARTICIPATING ADDENDUM
SOURCEWELL
EQUIPMENT RENTAL AND SERVICES**

Telephone: 404-651-6084
Fax: 770-342-4245
E-mail: daniel.garnett@doas.ga.gov

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

15. Contractor's Standard Agreements: The parties agree that for so long as this Addendum is in place, Participant shall not be required to sign United Rentals' rental and service agreement provided that, upon receipt of the equipment, Participant shall sign Sunbelt Rentals' delivery forms for the sole purpose of acknowledging receipt of the equipment, safety notices and operation manuals. The parties further agree that any purchase order, scope of work, work order, agreement, or similar document issued by Participant shall be signed by United Rentals for Participant's record-keeping purposes only. Any terms contained therein, other than amount and types of equipment ordered, time and place for delivery, price, and estimated Rental Period (as defined in Exhibit A), shall be superseded and replaced by the terms and conditions set forth in Exhibit A and as indicated within Exhibit C Waiver of Contractor's Standard Agreement for State of Georgia.

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

17. Severable Terms: In the event any provision (or portion thereof) of this Addendum is inconsistent with or contrary to any applicable law, rule, regulation or order ("Law"), said provision (or portion thereof) shall be deemed to be amended to partially or completely modify such provision or portion thereof to the least extent necessary to make it comply with said Law, and this Addendum as so modified, shall remain in full force and effect. If necessary, this Addendum shall be deemed to be amended to delete the unenforceable provision or portion thereof, in which event such invalidity or unenforceability shall not affect the remaining provisions or application thereof which can be given effect without the invalid portion or application.

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

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

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**PARTICIPATING ADDENDUM
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**Exhibit A
State of Georgia Contract Terms and Conditions for Equipment Rental**

A. DEFINITIONS AND GENERAL INFORMATION

1. Definitions. The following words shall be defined as set forth below:

- (i) **"Agency"** means the Department of Administrative Services of the State of Georgia.
- (ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.
- (iii) **"Contract" or "Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.
- (iv) **"Contractor"** means the provider(s) of the goods and services under the Statewide Contract.
- (v) **"Equipment Condition Report"** means A signed, written equipment condition report shall be provided to the Authorized User for signature prior to the start of the Rental Period, and upon return of the Heavy Equipment to the Contractor.
- (vi) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.
- (vii) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.
- (viii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.
- (ix) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.
- (x) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in

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writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

- (xi) **"User Agency" or "User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.
2. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Provision of Goods and Services.** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX, the Statement of Work, and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.
2. **Product Shipment and Delivery.** All products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered, provided such damage is reasonably determined to not be caused by User Agencies.

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3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.
4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.
5. **Acceptance.** "Rental Period" commences when the Equipment is delivered to State User or the Site Address. Product shall be deemed accepted within 24 hours of equipment delivery. During delivery, User Agency has the right and the reasonable opportunity to inspect the equipment. User Agency may reject a deliverable in the event that it materially deviates from its technical and/or functional specifications.

If the Product does not meet the standard of performance during Rental Period, User Agency will inform Contractor in writing immediately. Contractor shall repair or replace defective equipment as soon as possible, but not later than 48 hours from such notification. If Contractor determines that repairs to the Equipment are needed beyond Ordinary Wear and Tear and due to the customer's negligence and/or willful misconduct the Customer shall pay full repair charges and the rental of the Equipment until the repairs are completed.

During Rental Period, State User takes responsibility for Contractor's equipment, maintenance of fuel and oil levels, routine visual inspections of grease, filters, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. State User shall submit a request for a service call a) if upon visual inspection a need for service is required, or b) any other maintenance or repairs are required. Such service may only be performed by Contractor.

At a minimum, the Equipment Condition report must be reviewed and agreed upon by User Agency; and shall include a list, as applicable to the Heavy Equipment, of the following:

1. Pre-existing damage and non-functioning features;
2. Operational checks that have been performed;
3. Attachments provided with the Rental;
4. Verification that safety devices are in place and operational and safety stickers are in place and legible;
5. Operators and other manuals included;
6. Tire condition and pressure;
7. Fuel and fluid levels;
8. Hour/usage meter and odometer readings

1. **Rental Period/ Calculation of charges.** Rental charges commence when the Equipment leaves the Store Location or when the Equipment is delivered and accepted by the user agency. Rental Charges shall end when the Equipment is either returned to the Store Location during Sunbelt's regular business hours or picked up by Sunbelt after User Agency notifies Sunbelt that the Equipment is "off rent" and obtains an "off rent" confirmation number from Sunbelt. Pick-up and delivery by _Sunbelt is subject to a "Delivery and Pick- up Service Charge," the amount(s) of which are disclosed on the Rental and Service Agreement. Notwithstanding anything to the contrary in the preceding sentence, for the rental of Tanks, the rental period continues until User Agency has emptied the Tanks of all contents and cleaned the Tanks in accordance with all applicable regulations, including but not limited to RCRA

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("RCRA Empty Condition") and any equivalent state clean-up laws. Rental charges do not include the cost of the Refueling Service Charge, any applicable Taxes (as defined below), the Delivery and Pickup Service Charge, transportation surcharges, the cost of the Environmental Service Charge or other miscellaneous charges, the amount(s) of which are disclosed, on a line item basis, on the Contractor's Standard Agreement. Additionally, Sunbelt shall invoice User Agency for any additional excess cleaning or repair costs, including: (i) removal of any alterations made by User Agency to the Equipment; (ii) restoration of the Equipment to its original configuration; (iii) re-lining or re-painting of Tanks; (iv) disposal of any contents left in Tanks; or (v) transportation to and from an approved repair facility. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one-shift" usage based on an eight (8) hours per day, 40 hours per week and 160 hours per four- week period. On power equipment, operations in excess of one shift will be as follows: one and one- half times the rental charge for double shift and two times the rental charge for triple shift. User Agency will truthfully and accurately certify to Sunbelt the number of shifts the Equipment was operated. User Agency's right to possess the Equipment terminates on the expiration of the Rental Period or agreed upon date of the Pickup Service.

7. **Services and other Deliverables.** Contractor shall provide services and other deliverables ("Services") in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. "Services" shall include administration, distribution, installation, configuration, support and training services as further described in the RFX. Contractor and any employees of Contractor will perform the Services on time, in a workmanlike manner, and consistent with the level of care and skill ordinarily exercised by other providers of similar services at the time such Services are provided.
8. **Ordering and Technical Assistance.** User Agencies may place orders individually from time to time in any manner permitted by applicable state purchasing policy, the RFX, and the Response as accepted by the Agency. The Contractor shall provide technical assistance as reasonably required for the User Agencies to make purchases if online purchases are made utilizing the Contractor's website.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the Equipment rentals pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Rental Rates do not include and User Agencies are responsible for, in addition to all rental rates and other charges shown in this Agreement, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on User Agencies possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Agreement; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) fees for lost keys; (vi) fuel used during the Rental Period and for refueling Equipment; and (vii) an Environmental Fee. User Agencies are solely and individually financially responsible for their respective purchases.
2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for Equipment supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide

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Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such direct incurred costs from any amounts payable to Contractor. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which **is** materially false, deceptive, incorrect or incomplete.
2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:
 - (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or **is** in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;
 - (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
 - (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;

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- (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
 - (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or
 - (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.
- 3. Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:
- (i) Immediately terminate the Statewide Contract without additional written notice; and/or
 - (ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,
 - (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.
- 4. Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.
- 5. Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- (i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
 - (ii) The Agency's duties are substantially modified.
- 6. Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.
- 7. The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:

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- (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including,

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without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

- (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
- (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;
- (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:

- (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
- (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and
- (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.

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3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

1.1.1 G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** Except to the proportionate extent of the State's negligence, the Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, to the extent caused by:
 - (i) Any breach of the Statewide Contract;
 - (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
 - (iii) Any failure of goods to comply with applicable specifications under the Statewide Contract;
 - (iv) The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - (v) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
 - (vi) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the Sunbelt States;
 - (vii) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - (viii) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.

Contractor's liability for costs and expenses hereunder shall be limited to those that are reasonable and actual, including reasonable attorney fees. In no event shall Contractor be liable for incidental, special or consequential damages.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this. indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation

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against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
4. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide insurance as required by the Participating Addendum.

2 J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
2. **Warranty - Nonconforming Goods.** All goods delivered by Contractor to the User Agencies shall be in good working condition upon delivery. If any goods offered by the Contractor are found to be defective in material or workmanship upon delivery, the User Agencies shall have the option of returning or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.

During the Rental Period, any piece of equipment that breaks down, or is damaged, shall be repaired or replaced by Contractor within two (2) business days after notification by the Authorized user. The Rental Period shall be suspended for the time that the equipment is unavailable for use due to required repairs, and the Rental Period extended accordingly, or a monetary adjustment satisfactory to the Authorized User shall be provided.

3. **Product Warranty.** During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is

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in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed throughout the life of the Rental period. Notwithstanding anything contained in the Agreement to the contrary, Contractor provides rental equipment that is neither sold nor integrated into the Work, therefore there is no warranty, expressed or implied, as to the rental equipment or to its capabilities, and no warranty of merchantability, other than those detailed in the manufacturer's specifications.

- 4. Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.

- 5. Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
- 6. Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.
- 7. Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.
- 8. Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

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9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Goods and Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform the Services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All of Contractor or any subcontractor's personnel shall comply with the confidentiality requirements of the Statewide Contract and the security requirements of the applicable Agency or User Agencies while on state property. In the event that any of Contractor or subcontractor's personnel do not comply with such confidentiality and security requirements, the Agency or User Agencies may have the personnel removed from the premises.

All persons assigned to perform the Services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services. If the Agency or User Agencies believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Statewide Contract, the Agency or User Agencies shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the Agency or User Agency's request, immediately replace such person with another person acceptable to the Agency or User Agency and with sufficient knowledge and expertise to perform the Services in accordance with this Agreement.

Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the RFP and this Statewide Contract.

K. PRODUCT RECALL

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's

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Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.

2. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.
3. **Drug-free Workplace.** The Contractor hereby certifies as follows:
 - (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
 - (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
 - (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with /Contractor's Name) /Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
 - (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
4. **State Security.** Contractor agrees to comply with all provisions of the then-current State of Georgia IT Policies, Standards, and Procedures, including but limited to those which may be found at <https://gta.georgia.gov/psg/> or a successor URL(s), as are pertinent to Contractor's operation. Contractor further agrees to comply with all provisions of the relevant User Agency's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such User Agency. For any individual User Agency location, security procedures may include but not be limited to: Background checks, records verification, photographing, and fingerprinting of Contractor's employees or agents. Contractor may, at any time, be required to execute and complete, for each individual Contractor employee or agent, additional forms which may include non-disclosure agreements to be signed by Contractor's employees or agents acknowledging that all User Agency information with which such employees and agents come into contact while at the User Agency site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Contractor or an employee or agent of Contractor shall constitute a breach of its obligations under this Section and the Contract. Contractor shall immediately

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notify Agency and applicable User Agency of any breach of unencrypted and unredacted personal information and other personally identifying information provided by Agency or User Agency to Contractor. Contractor shall provide Agency and applicable User Agency the opportunity to participate in the investigation of the breach.

5. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.
6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.
7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to either party shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
10. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties

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shall not rely on any representation that may have been made which is not included in the Statewide Contract.

11. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
12. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.
13. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.
14. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.
15. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
16. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:
 - (i) At the time it is actually received; or,
 - (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
 - (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.
17. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

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18. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.
19. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.
20. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:
- (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and
 - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
21. **Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
22. **Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the Sunbelt States, or any other authorized representative of the Sunbelt States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
23. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
24. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
25. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods

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provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

26. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia, another state, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State, another state, or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
27. **Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
28. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.
29. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
30. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.
31. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

32. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

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33. **Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
34. **Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.
35. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

36. **Protection of Property.** The Contractor shall assume all costs, risks and liability for any construction related to building or structural modification needed for equipment installation and implementation at no additional cost to the State. The Contractor shall remove, discard, and properly dispose of any unused or otherwise non-operational equipment, materials, supplies and shipping packages, boxes/crates, wooden pallets, other refuse, etc., from the User Agency's premises immediately, at the Contractor's expense and at no additional cost to the User Agency.
37. **Sexual Harassment Prevention.** The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and participants in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their participants, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>

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- (b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVtODDnc2s?rel=O> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
- (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>
 - (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NVt0DDnc2s?rel=O> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

M. USE OF THIRD PARTIES

1. **Subcontractor Disclosure.** The Contractor shall disclose all Subcontractors to Agency. The Contractor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all Subcontractors or other entities who may be a party to a joint venture or similar agreement with the Contractor, who will be involved in any application development and/or operations. The Contractor shall notify the Agency of any changes to its strategic business partners related to services provided under this contract, including but not limited to, all Subcontractors or other entities. The Contractor must disclose all Subcontractors in all Statement of Works (SOW) and/or Orders with User Agencies and must receive User Agency approval for any Subcontractor changes.
2. **Background Checks.** The Contractor shall perform background checks on staff. The Contractor shall not use staff that has material criminal convictions. The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony. The Contractor shall promote and maintain an awareness of the importance of securing the Agency and/or User Agency's Information among the Contractor's employees and agents.

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3. **Right to Remove individuals:** The Agency and/or User Agency may have the Contractor remove staff directly related to services of this contract. The Agency shall have the right at any time to require that the Contractor remove from interaction with Agency and/or User Agency any Contractor representative who the Agency believes is detrimental to its working relationship with the Contractor. The Agency will provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Agency signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such Individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the Agency's consent.
4. **Rights and Obligations.** No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. Contractor is responsible for ensuring any third-party personnel performing under the contract adhere to contract terms/conditions and provide the level or quality of service required by the Original Equipment Manufacturer (OEM) specifications. Third- party personnel must be recognizable by uniform and ID upon providing service for User Agencies.

Exhibit B: Not to Exceed Rental Rates

Cat-Class	Description	Proposed SBR Sourcewell Day	Proposed SBR Sourcewell Week	Proposed SBR Sourcewell Month
9_70	56KW DIESEL GENERATOR	\$345.00	\$925.00	\$2,115.00
9_40	36KW DIESEL GENERATOR	\$250.90	\$664.85	\$1,564.69
9_30	20KW DIESEL GENERATOR	\$175.00	\$483.12	\$1,068.63
9_100	100KW DIESEL GENERATOR	\$445.00	\$995.00	\$2,800.00
7_29	30-33' ELECTRIC SCISSOR NARROW	\$225.00	\$565.00	\$1,120.00
7_28	30-33' ELECTRIC SCISSOR	\$210.00	\$507.00	\$995.00
7_25	19' ELECT SCISSORLIFT	\$145.00	\$250.00	\$435.00
7_16	40-44' ELECT SCISSOR NARROW	\$315.00	\$775.00	\$1,735.00
7_11	25-26' ELECT SCISSOR NARROW	\$165.00	\$315.00	\$615.00
64_220	PLATE TAMPER 200LB CLASS 19.5" WIDE	\$95.00	\$250.00	\$600.00
6_1	SPIDER BOX TPB50P	\$75.00	\$205.00	\$725.00
58_855	120' STR MANLIFT W/JIB	\$1,300.00	\$3,500.00	\$8,250.00
58_822	80' STR MANLIFT	\$675.00	\$1,656.00	\$3,970.00
58_823	80' STR MANLIFT W/JIB	\$715.00	\$1,762.00	\$4,075.00
58_803	80' ART MANLIFT W/JIB	\$713.32	\$1,775.00	\$4,048.69
58_626	60' STR MANLIFT W/JIB	\$460.00	\$1,205.00	\$2,650.00
58_624	60' STR MANLIFT	\$440.00	\$1,125.00	\$2,500.00
58_607	60' ART MANLIFT W/JIB	\$400.00	\$1,195.00	\$2,715.00
58_49	50' TOWABLE ART MANLIFT	\$355.00	\$875.00	\$2,300.00
58_455	45' ART MANLIFT	\$288.00	\$740.00	\$1,584.00
58_457	45' ART MANLIFT W/JIB	\$300.00	\$785.00	\$1,650.00
58_45	34' TOWABLE ART MANLIFT	\$327.95	\$745.00	\$1,950.45
58_440	45' ART ELECT MANLIFT JIB	\$345.00	\$930.00	\$2,200.00
58_435	40' ART ELECT MANLIFT NARROW JIB	\$341.00	\$915.00	\$2,150.00
58_426	40' STR MANLIFT W/JIB	\$340.00	\$785.00	\$1,850.00
58_424	40' STR MANLIFT	\$285.00	\$705.00	\$1,625.00
58_343	34' ART MANLIFT	\$330.73	\$819.60	\$1,825.00
58_301	30' ART ELEC MANLIFT NARROW ROTAJIB	\$325.00	\$785.00	\$1,798.00
56_620	10K 55' SHOOTING BOOM FORKLIFT	\$635.00	\$1,600.00	\$3,300.00
56_330	6K-7K 42' SHOOTING BOOM FORKLIFT	\$389.03	\$975.00	\$2,250.00
56_230	5500LB 19' SHOOTING BOOM FORKLIFT	\$335.00	\$850.00	\$2,100.00
55_235	5000LB IND FORKLIFT LOW MAST DF	\$205.00	\$585.00	\$1,310.00
55_220	5000LB IND FORKLIFT DF	\$187.62	\$537.56	\$1,147.42
53_230	4WD STANDARD BACKHOE CANOPY	\$315.00	\$865.00	\$1,105.00
49_6	SKIDSTEER / MINI EX AUGER ATTACHMENT	\$111.87	\$278.20	\$754.40
48_510	1500-2100LB TRACK SKIDSTEER	\$265.00	\$804.80	\$2,016.35
48_400	1500-2000LB SKIDSTEER	\$235.00	\$750.00	\$1,425.00
43_230	3" GAS TRASH PUMP	\$75.00	\$190.00	\$470.00
41_163	6X6X11 SOLIDS VAC 74HP QF CONTR PUMP	\$300.00	\$875.00	\$3,295.00
40_45	LITTER VACUUM RIDE-ON - OUTDOOR	\$445.00	\$1,465.00	\$2,850.00
40_35	SWEEPER MID-SIZED RIDE-ON LP	\$395.00	\$1,440.00	\$2,520.00
40_31	SWEEPER COMPACT RIDE-ON BATTERY	\$265.00	\$745.00	\$1,600.00
40_230	SWEEPER/SCRUBBER INDUSTRIAL RIDE-ON LPG	\$610.00	\$2,000.00	\$4,240.00
40_220	SCRUBBER INDUSTRIAL RIDE-ON LPG	\$555.00	\$1,780.00	\$4,040.00
40_200	SCRUBBER MICRO RIDE-ON BATTERY	\$255.00	\$835.00	\$1,810.00
40_118	SCRUBBER W/B MIDSIZE 28"	\$190.00	\$580.00	\$1,235.00
40_115	SCRUBBER W/B 28" PATH BATTERY	\$225.00	\$575.00	\$1,650.00
40_110	SCRUBBER W/B 20" PATH BATTERY	\$155.00	\$480.00	\$900.00
39_60	12" CHIPPER	\$457.03	\$1,139.28	\$2,856.42
37_85	36" TRACK TRENCHER WALK BEHIND	\$255.00	\$695.00	\$1,782.48
37_80	24" TRACK TRENCHER WALK BEHIND	\$255.00	\$515.00	\$1,625.00
35_140	7,500LB MINI EXCAVATOR	\$305.00	\$775.00	\$1,655.00
35_130	6,000LB MINI EXCAVATOR	\$243.65	\$670.67	\$1,605.37
35_120	3,500LB MINI EXCAVATOR	\$270.00	\$725.00	\$1,675.00
32_220	CONCRETE PLANER 8" GAS/PROP	\$265.00	\$665.84	\$1,716.66

24_1102	12'DECK SINGLE AXLE TILT TRAILER <10K#	\$50.00	\$165.00	\$425.00
22_140	47" DOUBLE DRUM RIDE-ON ROLLER DIESEL	\$265.00	\$760.00	\$1,875.00

22_120	36" DOUBLE DRUM RIDE-ON ROLLER	\$245.00	\$725.00	\$1,650.00
20_50	14" GAS CUTOFF SAW	\$85.00	\$195.00	\$540.00
18_5	TRENCH ROLLER W/ REMOTE	\$299.33	\$795.00	\$1,810.00
155_67	50' #2 BANDED 5-WIRE	\$15.67	\$47.03	\$141.79
155_245	CABLE RAMPS	\$10.00	\$35.00	\$75.00
155_100	4/0 CAMLOCK CABLE 50'	\$26.41	\$53.10	\$125.00
152_3310	6X20 ORANGE/CLEAR SUC BAUER HOSE	\$34.21	\$79.89	\$225.00
150_800	50' SPIDERBOX CABLE 6/4	\$35.10	\$108.61	\$320.00
150_25	3/4" X 50' AIR COMPRESSOR HOSE	\$13.25	\$25.47	\$52.38
120_120	65LB CLASS DEMOLITION HAMMER	\$117.42	\$309.50	\$745.09
12_410	4000W NARROW HORIZONTAL MAST LIGHT TOWER	\$102.00	\$233.64	\$515.41
109_1270	70 TON SCROLL CHILLER	\$675.00	\$2,045.00	\$5,725.00
109_1005	10 TON SCROLL CHILLER	\$335.00	\$1,001.66	\$3,020.16
108_245	40 TON AIR CONDITIONER NON-XP NEMA 4	\$575.00	\$1,350.00	\$4,950.00
108_230	25 TON AIR CONDITIONER W/HEATER 480V 3PH	\$550.00	\$1,400.00	\$3,885.00
108_216	12 TON AIR CONDITIONER W/HEATER 208V 3PH	\$485.00	\$1,150.00	\$2,450.00
107_2018	1T PORTABLE HEAT PUMP/AC/DEHU	\$205.73	\$400.00	\$1,700.00
107_112	1.25T CLASSIC PORTABLE AC/DEHU	\$195.00	\$345.00	\$1,154.50
107_105	1T OFFICE PORTABLE AC/DEHU 110V	\$210.00	\$395.00	\$1,318.20
10_540	30KW ELECTRIC HEATER 480V 3PH	\$195.00	\$285.00	\$859.72
10_535	15KW ELECTRIC HEATER 480V 3PH	\$195.00	\$285.00	\$859.72
1_30	185CFM 125PSI DIESEL AIR COMPRESSOR	\$101.97	\$258.39	\$621.88
All other Items/Cat- Classes	Sunbelt Catalog or www.SunbeltRentals.com	5% Off Book Rate	10% Off Book Rate	15% Off Book Rate
	Standard Pick-up & delivery apply in the US and Canada.			
	US Charges rates are \$125.00 each way and \$3.85/mile thereafter.			
	Canadian rates are 165.00 each way and \$3.50/km thereafter.			

Renting equipment and servicing that which we rent. Service calls are an available service, but may only be available in specific areas based on market conditions. Customers arrange service calls with Sunbelt Rentals between the hours of 7:00 am to 4:00 pm, Monday through Friday will be billed at \$125.00 per hour, door to door. All service call labor performed outside of regular business hours will be billed at 1.5 x the rate of 125.00 on weekdays, 4:00PM – 9:00PM Monday through Friday and 2 x the normal rate between the hours of 9:00PM & 7:00AM as well as weekends, or holidays. Customer will be provided order.

Parts will be marked up as follows:

Parts less than 75.00 total will be invoiced with a 35% mark up. Parts more than 75.00 in total will be invoiced with a 25% mark up. Freight for parts will be invoiced at a 7% mark up

3.) Repairs and warranties on parts are subject to Sunbelt Rentals Service Agreement.

**PARTICIPATING ADDENDUM
SOURCEWELL
EQUIPMENT RENTAL AND SERVICES**

Exhibit C

Waiver of Contractor's Standard Agreement for State of Georgia

RE: Sunbelt Rentals Inc.
State of Georgia
Georgia Department of Administrative Services State Purchasing Division

To whom it may concern:

Sunbelt Rentals will provide equipment for rent and related services to the participating agency under the Georgia State Contract. Upon delivery of the equipment the agency representative shall sign the Sunbelt Rentals agreement for the sole purpose of acknowledging receipt of the delivered equipment, safety notices, operational manuals and confirming that equipment is in good working order. All preprinted terms and conditions contained in the rental agreement shall be null and void.

