

[PORTFOLIO]

Led by the **State of Vermont**

Master Agreement #: **41156**

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

Participating Entity: **STATE OF WEST VIRGINIA**

WV Contract #: **CMA 0212 EQRENT22A**

Scope and Participation:

1. Scope:

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement.

☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

- 2. Participation:** This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of **West Virginia** and Contractor for **Equipment Rental Services**. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

☒ This Participating Addendum shall become effective November 15, 2021 and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

- 4. Primary Contacts:** The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Brad Laws, United Rentals (North America), Inc.
Address:	100 First Stamford Place, Suite 700, Stamford, CT 06902
Telephone:	504-915-6013
Email:	jlaws@ur.com

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PARTICIPATING ENTITY:

Name:	STATE OF WEST VIRGINIA, W. Michael Sheets, Director of Purchasing
Address:	2019 Washington Street East, Charleston, WV 25305
Telephone:	304-558-2306
Email:	william.m.sheets@wv.gov

Participating Entity Modifications and Additions to the Master Agreement

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

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

- A. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State Law.
- B.** The terms contained in the **Federal Funds Contract Clause Document** attached hereto as **Exhibit_ A.**
- C. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- D. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- E. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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F. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 Million Dollars, the vendor must submit to the Purchasing Division a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this Participating Addendum or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

G. REPORTS: The Contractor shall provide to the State of West Virginia's primary contact person quarterly utilization reports containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

- a. Ordering Entity;
- b. Purchase order number;
- c. Description;
- d. Quantity;
- e. Price.

These reports must be provided in Excel format and sent via email on a quarterly basis as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The contract number **CMA 0212 EQRENT22A** must be included on all Quarterly Sales Reports. Any quarter with zero sales must be reported as zero sales.

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

H. INTEREST AND PENALTIES: Any language imposing any interest or charges due to late payment is deleted.

5. Lease Agreements: Leasing of Equipment is not authorized for agencies of the State of West Virginia, but county, municipal, and other local political subdivisions are not prohibited from doing so, provided that the county, municipal, and other local political subdivisions have the authority to do so.

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6. **Subcontractors:** All contractors, dealers, and resellers authorized to provide sales and service support in the State of **West Virginia**, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
7. **Orders:** Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

Vendor shall provide the WV Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

8. **Administrative Fees:** Effective November 15, 2021, the Contractor agrees to pay to the WV Purchasing Division by check, an Administrative Fee of One (1) Percent (1.00% or .01) no later than sixty (60) days following the end of each calendar quarter for purchases made by Purchasing Entities within the jurisdiction of the **State of West Virginia**.

The administrative fee shall not be included as an adjustment to Contractor's Master Agreement Pricing and shall not be invoiced or charged to the ordering agency. The Administrative Fee shall be submitted quarterly and is based on the gross amount of all sales made by Purchasing Entities within the jurisdiction of the State of West Virginia under the **West Virginia Contract No. CMA 0212 EQRENT22A. Contractor will only pay the administration fee on invoices that have been paid by Purchasing Entities. No fee will be due if payment is not received by Contractor.**

Payment shall be made by check payable to the "**WV Purchasing Division**". The contract number **CMA 0212 EQRENT22A** must be included on all payments.

Remit Checks To: WV Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Attn: Purchasing Director

NASPO ValuePoint
PARTICIPATING ADDENDUM




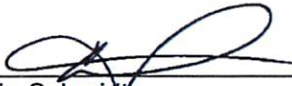
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IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

PARTICIPATING ENTITY

CONTRACTOR

Signature: 	Signature: 
Name: William M. Sheets	Name: Craig Schmidt
Title: Director of Purchasing	Title: VP, National Accounts
Date: 11/18/21	Date: 11/3/2021

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at ccc@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.