



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Page 1 of 2

NOTICE OF AWARD

United Rentals (North America), Inc.
Kendra Lamb, Government Account Manager
100 First Stamford Place, Suite 700
Stamford, CT 06902-9200

Contract No. & Description: TXMAS-26-97501 Equipment Rental Services
Term of Contract: Date of Deputy Comptroller's signature on this Notice of Award through the sooner of (1) the expiration of the Base Contract (currently September 30, 2027; with renewal options), or (2) five years from the effective date.

The Comptroller of Public Accounts (CPA) accepts the TXMAS Offer Packet of United Rentals (North America), Inc (Contractor) and hereby awards Contractor a TXMAS contract (Contract). Contractor's awarded goods and services will be processed through CPA's Statewide Contract Management (SCM) and will be available for purchase on the Texas SmartBuy online ordering system.

The Contract consists of the documents stated in Section 2 Contract Documents of the TXMAS Terms and Conditions, and the attached. The attached final catalog consists of goods, services, and pricing submitted and agreed upon by CPA and Contractor. The final catalog excludes goods and services not awarded on this TXMAS Contract, listed below. Any excluded goods and services may not be sold under the Contract.

Goods and services excluded from TXMAS Contract:

- Value Added Services, including Customer Owned Equipment Repair, Service and Inspections
- Used Equipment Sales
- Sourced Products and Services
- Third-Party rentals and related services
- Leasing or Alternative Financing Methods

To the extent there are conflicts between the Base Contract (between NASPO ValuePoint Contract Number MA 758 2600000428 and Contractor, dated October 31, 2025) and the TXMAS Terms and Conditions, the TXMAS Terms and Conditions control.

Only those assumptions and exceptions specifically noted have been accepted by CPA. All other assumptions and exceptions are specifically denied. Any oral discussions, representations, or accommodations regarding assumptions or exceptions are specifically disclaimed.

Contractor may advertise the awarded Contract to Texas state agencies and Texas SmartBuy Member entities. A draft of the advertisement or marketing material must be submitted to SCM for approval at spd.cmo@cpa.texas.gov.

Contractor shall fulfill any Purchase Order issued through Texas SmartBuy pursuant to the Contract. Contractor shall not ship any products or provide services until it receives a Texas SmartBuy Purchase Order.

Contractor may accept offline orders, defined as orders placed outside the Texas SmartBuy system. Customers may order goods available under this Contract directly from the Contractor when the purchase cannot be placed through Texas SmartBuy. By the 10th day of every calendar month, Contractor must report to CPA the prior month's offline sales under the Contract. The dollar value of a sale is the price paid by the Customer for the goods. The Contractor shall report the monthly dollar value of sales electronically in the format provided by CPA. If no sales occur, the Contractor shall report no sales. The monthly offline sales report shall be submitted electronically to tsb.offline.sales@cpa.texas.gov.

CPA does not guarantee a specific volume to be purchased throughout the term of the Contract. No minimum compensation to the Contractor is guaranteed.

As a reminder, per NASPO base contract terms, Contractor shall promptly email a PDF copy of this fully executed agreement to NASPO ValuePoint at pa@naspovaluepoint.org.

Texas Comptroller of Public Accounts

DocuSigned by:

E450165D764443C...

Lisa Craven
Deputy Comptroller

Date: 5/19/2026 | 6:12 PM CDT

**ADDENDUM
TO CONTRACT NO. TXMAS-26-97501
BETWEEN
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
AND
UNITED RENTALS (NORTH AMERICA), INC.**

This Addendum to Contract No. TXMAS-26-97501 (“Contract”) is entered into between United Rentals (North America), Inc. (“Contractor”) and the Texas Comptroller of Public Accounts, an agency of the State of Texas (collectively referred to as “the parties”).

I. Stipulations

1. To the extent there are conflicts between the Base Contract (between NASPO ValuePoint and Contractor, dated October 31, 2025) and the TXMAS Terms and Conditions, the TXMAS Terms and Conditions control, including the following stipulations:
 - a. Contractor has received and reviewed the Sample TXMAS Terms and Conditions Revised 2-2026.1.
 - b. With respect to CPA’s or any Customer’s liability or obligations, the terms of this Contract shall control over the terms of any Rental Agreement.
 - c. Notwithstanding any terms and conditions in the Base Contract providing otherwise, payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.
 - d. Contractor agrees to waive Environmental Service Charge for this Contract.

2. The parties further agree to the following exclusions:
 - a. Value Added Services, including Customer Owned Equipment Repair, Service and Inspections
 - b. Used Equipment Sales
 - c. Sourced Products and Services
 - d. Third party rentals and related services
 - e. Leasing or Alternative Financing Methods

3. The parties further agree to amend the TXMAS Terms and Conditions as follows:
 - a. TXMAS Terms and Conditions Section 8(a) (New Items) is replaced with the following:
 - (a) Contractor shall provide vehicles that comply with the requirements of the Base Contract.

 - b. TXMAS Terms and Conditions Section 8(c) Warranty is replaced with the following:
 - (c) Warranty. Contractor warrants that upon delivery the equipment rented hereunder will be in good working condition. If the equipment is not in good working condition upon delivery, Contractor shall promptly repair or replace the equipment at its sole cost and expense. If the equipment requires repair or replacement during the rental period, Contractor will promptly repair or replace the equipment at its sole cost and expense; provided, however, if the repair or replacement is necessary due to the Customer’s abuse, misuse or neglect, the Customer will be responsible for the cost of such repair or replacement. Any language in the Base Contract that (a) limits CPA’s or Customers’ remedies; or (b) limits Contractor’s

liability; is void and unenforceable under this Contract. The warranty will apply to any warranty service or repair requested by Customer during the warranty period by contacting the Contractor's authorized warranty service provider with such request, regardless of the amount of time required to complete the requested warranty service or repair. Contractor's warranty obligations will survive the termination of this Contract.

c. TXMAS Terms and Conditions Section 29(a)(Indemnification) is replaced with the following:

(a) Acts or Omissions

(i) CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, CPA, AND CUSTOMERS, AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

(ii) THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE RESPONDENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OR AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF AGENCY OR ITS EMPLOYEES.

d. TXMAS Terms and Conditions Section 6(d) (Incidental Items) is replaced with the following:

(d) Incidental Items. A Customer may purchase incidental items that are not included in the TXMAS Catalog for this Contract if they are necessary for product integration or project completeness, subject to the following conditions. The Customer must determine that the quoted price is fair and reasonable, and the purchase represents best value to the State. The purchase must not conflict with applicable laws, rules, and regulations. Only products or services listed in the Base Contract may be purchased from this Contract. Incidental items must be clearly labeled as "Incidental." These incidental items may not exceed the lesser of \$10,000, or 50% of the total PO value. CPA may review incidental purchases and may decide whether to allow them to proceed through Texas SmartBuy. Any goods and services acquired in direct support of a Customer's PO for which a specific scope or price is not established in Texas SmartBuy Catalog will be considered an incidental item. If incidental purchases do not meet these requirements, the PO may be void.

II. Other Terms and Signatures

1. In the event of conflict between this Addendum and any other Contract document, this Addendum controls.
2. This Addendum is effective as of the effective date of the Contract as set out in the Notice of Award.
3. The undersigned represent and warrant that they are authorized to sign this Addendum on behalf of the parties.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

DocuSigned by:

Lisa Craven

By: E450165D764443C...

Lisa Craven, Deputy Comptroller

Date: 5/19/2026 | 6:12 PM CDT

UNITED RENTALS (NORTH AMERICA), INC.

Tim Fischer

(Signature)

Tim Fischer

(Name)

VP, Vertical Sales - National Accounts

(Title)

Date: 5/19/2026