



**Finance and Business Operations Division
Procurement and Contracts Services Section
Department of Executive Services**

CNK-ES-0340 206-263-9400 Ph
3rd Floor 206-296-7676 Fax
401 5th Avenue TTY Relay: 771
SEATTLE, WA 98104 www.kingcounty.gov

CONTRACTOR:
RSC EQUIPMENT RENTAL
5421 1ST AVE S

SEATTLE, WA 98108 United States
Fax: (206) 7631714

SHIP TO:
KC DES FBOD PCSS GOODS AND SERVICES
401 5TH AVE, CNK-ES-0340
SEATTLE, WA 98104

BILL TO:
KC DES FBOD ACCOUNTS PAYABLES
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

CONTRACT		
CONTRACT NO. 526138	REVISION 2	PAGE 1 of 1
CREATION DATE 01-JAN-2012	BUYER JORDAN JUNGNITZ	
DATE OF REVISION 25-SEP-2012	BUYER JORDAN JUNGNITZ	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
3895	NET30DAYS	Paid	ORIGIN	Seller Chooses	Telephone: (206) 762-1122

DESCRIPTION

TERM SERVICE AGREEMENT

CHANGE ORDER NUMBER 1 (ISSUED SEPTEMBER 25, 2012)

THIS CHANGE ORDER IS ISSUED TO EXTEND THE CONTRACT TO FURNISH EQUIPMENT RENTAL SERVICES AS REQUESTED BY VARIOUS AUTHORIZED KING COUNTY DEPARTMENTS, DIVISIONS AND AGENCIES, DURING THE PERIOD AUGUST 1, 2012 THROUGH JULY 31, 2014, IN ACCORDANCE WITH WASHINGTON STATE CONTRACT NUMBER 01508, INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ESTIMATED ANNUAL CONTRACT VALUE: \$20,000.00



Authorized Signature

State of Washington
Current Contract Information
Effective Date: July 30, 2012
Change Notice # 4

Contract Number: 01508 **Replaces Contract:** 01102 **Commodity Code:** Various
Contract Title: Equipment Rental (Construction Type – Medium & Heavy Duty)
Purpose: CONTRACT EXTENSION
Term: August 1, 2012 **Through:** July 31, 2014
For Use By: All State Agencies, Political Subdivisions of Washington and Qualified Non-profit Corporations, Materials Management Center, Participating Institutions of Higher Education (College and Universities, Community and Technical Colleges).

SCOPE OF CONTRACT

This contract is awarded to multiple contractor(s).

Contractor : Multiple See Attachment “B” **Contact:** See Attachment “B”

Address: See Attachment “B” for all Contractor Information

Products Available: Medium and Heavy-Duty Construction Equipment.

Ordering Information: Refer to Page 2, Note II.

Ordering Procedures: Refer to Page 6, Contract Utilization and also Page 3, Special Conditions Paragraph 5.

Contract Exclusions: Refer to Page 4, Special Conditions Paragraph 9.

Contract Specialist	Corey A. Larson	Assistant:	Christine Schoepfer
Phone:	(360) 407-9407	Phone:	(360) 407-9404
Fax:	(360) 586-2426	Fax:	(360) 586-2426
Email:	corey.larson@des.wa.gov	Email:	christine.schoepfer@des.wa.gov

This page contains key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the numbers listed above.

Visit our internet site: <http://www.ga.wa.gov/Purchase/index.html>

Current Contract Information

Contract No. 01508

Page 2

Order Placement Address: See Attachment "B"
Minimum Order: None
Delivery Time: Rentee/Renter Agreement
Terms of Sale: FOB Origin
Customers may pick-up. If the contractor is to deliver to the customer please see respective delivery charges in the price sheets.
Payment Terms: See Attachment "B"
Payment Address: See Attachment "B"
Contract Price Sheets: Refer to Pricing Tab or, use the Vendor Look Up Search Tool at the end of this document.
Estimated Term Worth: \$3,900,000.00/2 yrs.

Current Participation:	\$0.00 MBE	\$0.00 WBE	\$3,900,000.00	\$0.00
			OTHER	EXEMPT
	MBE 0%	WBE 0%	OTHER 100%	EXEMPT 0%

Notes:

- I. This contract is subject to RCW 43.19.190(2) & RCW 43.19.1905(7): which authorizes state agencies to purchase materials, supplies, services, and equipment of equal quantity and quality to those on state contract from non-contract suppliers, provided that an agency subsequently notifies Master Contracts and Consulting's, Contracts Specialist that the pricing is less costly for such goods or services than the price from the state contractor.

If the non-contract supplier's pricing is less, the state contractor shall be given the opportunity by the state agency to at least meet the non-contractor's price. If the state contractor cannot meet the price, then the state agency may purchase the item(s) from the non-contract supplier; document the transactions on the appropriate form developed by DES and forwarded to the Contracts Specialist administering the state contract. (Reference General Authority's document). If a lower price can be identified on a repeated basis, the state reserves the right to renegotiate the pricing structure of this agreement. In the event such negotiations fail, the state reserves the right to delete such item(s) from the contract.
- II. State Agencies: Submit Order directly to Contractor for processing. Political Subdivisions: Submit orders directly to Contractor referencing State of Washington Contract No. 01508. If you are unsure of your status in the State Purchasing Cooperative call (360) 902-7400.
- III. Only authorized purchasers included on the State Purchasing Cooperative (SPC) listing published and updated periodically by Master Contract and Consulting may purchase from this contract. It is the contractor's responsibility to verify membership of Political Subdivisions/Non-Profit Corporations in the SPC prior to processing orders received under this contract. Contractors shall not process state contract orders from unauthorized purchasers.

Special Conditions:

1. (7/31/2012) Contract Extension, cost adjustments and administrative updates. BSR Heavy Equipment and Coast Crane have opted not to extend. RSC Equipment Rentals has been absorbed through a merger with United Rentals Inc. All other terms, conditions and pricing remain unchanged.
2. (3/26/2012) Contract Clarification of FOB Term. All other terms and conditions remain unchanged.
3. (8/01/2010) Contract Extension, price adjustments and administrative updates. Clyde/West purchased Volvo Construction Equipment and Services (VCES) and will extend with VCES' contract pricing. All other terms and conditions remain unchanged.
4. (11/10/2009) Update Contract Specialist contact from Kenneth Woodfork CPPB to Corey Larson. Also, multiple updates to Contractor contact information.
5. Contract Award to provide cost effective suppliers (those identified under Attachment "B") for rental of medium and heavy duty type construction equipment on an as needed/as-available basis (without operator) through the State of Washington.

6. Insurance Certificate

Insurance Certificate per requirements of Model Contract Section 9, Paragraph 9.8, General Requirements; Contractors will forward to the State Procurement Officer within when requested, evidence in the form of a Certificate of Insurance (attached) satisfactory to the State that insurance has been secured. Failure to provide proof of insurance as required will result in contract cancellation.

Each user agency will have the option of utilizing the equipment contractor(s) in their city or closest city whom best meet the needs of that particular agency; based upon cost, availability, and type of equipment available.

This contract will be for equipment with and without delivery and pick-up. See Contract Pricing above for applicable option.

All rentals under this contract will be placed, by the using agency, directly with the contractor at the point of pick-up.

7. Taxes

- A. Federal: The purchaser is exempted from Federal Excise Taxes. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry Number 91-74-0133K.
- B. Sales tax should be added as a separate item to invoice.
- C. Business, occupation, and personal property taxes are the responsibility of contractor(s).

8. Renters Insurance Requirements

All state agencies or other renters utilizing the equipment rental contract will be responsible for providing appropriate coverage for damage and/or loss of equipment while in the renter(s) care, custody and control. Refer to Model Contract Paragraph 9.8 Insurance.

9. Invoicing and Payments

- A. Contractor must submit properly certified invoices and or vouchers in triplicate to the agency ordering the goods. The contract number, date of sale, and Field Order Number must appear on all invoices, bills of lading, packages, and correspondence relating to this contract. Refer to Model Contract Paragraph 6.3.
- B. Delivery receipts must be signed by an agency representative.
- C. If contractor has extended a discount to the state, then both the list price and discount must be shown on the invoice. If contractor has extended a specific pricing schedule, then it must be referenced on the invoice.
- D. Incorrect or incomplete invoices may be returned unpaid for correction or completion and reissue.

10. Accessories/Attachments for Major End Items Not Listed on Contract No. 01508

This contract authorizes the user agency to rent non-listed accessories/attachments for major end items on Attachment "C". Rental prices will be taken from the contractor latest applicable published rental price list. Accessories and/or attachments will be listed separately on Field Orders for data use by Master Contracts and Consulting and possible additions to subsequent contract equipment listings.

Bidders have provide a rental discount for all other items not listed under the price sheets in as indicated in their profile sheet under attachment "B".

11. Maintenance

Refer to Model Contract Paragraph 7.6 as follows:

- A. The contractor, prior to rental of equipment, shall be responsible for furnishing all maintenance and services, such as lubrication, servicing, licenses and registration fees, and other operational expenses, parts and supplies, and in so doing, shall not require the state to defray any of these expenses. The state rents the equipment at the rates specified herein; entered by the vendor in the column of the rental rates for the area and type of equipment. The rates set forth herein are exclusive of the cost of fuel (Turn-in "Top Off"). Minor lubrication servicing and repairs to long term rentals will be the responsibility of the customer.
- B. All major repairs due to breakdown while equipment is in a rental status will be the responsibility of the contractor unless breakdown is the direct result of customer negligence.
- C. The contractor will provide a Full Fuel Tank at the time the equipment is accepted by the state. Upon return of the equipment, the fuel tank will be refilled at customer expense. The customer reserves the right to utilize gas/diesel pumps other than those owned by the contractor. The cost of fuel (top off) where applicable will be included as a separate item on contractor's invoice and rental agreement.
- D. Routine fluid level checks will be made by the customer if the equipment is rented for any length of time. Checks will be made according to manufacturer's recommendation. Required fluids to include fuel, will be added at customer expense.
- E. Exterior washing of the equipment, prior to return, will be the responsibility of the customer.

12. Accidents or Repairs

Reference Model Contract Section 5, Paragraph 5.3, In the event of an accident or if repairs become necessary, the customer will immediately notify the contractor and request a replacement unit. The time spent while waiting for a replacement unit shall be deducted from the total amount of equipment rental time the customer is charged. Accident costs will be determined based on completion of accident investigation.

13. Rental Periods

Reference Model Contract Section 5, Paragraph 5.4,

For purposes of this contract, rental time periods are defined as follows:

Day = 24 hours (rental rate based on 8 hours)

Week = 7 consecutive days (includes Saturday and Sunday rental rate based on 40 hours)

Month = 4 weeks (Rental rate based on 176 hours)

14. Purchases By Non-Profit Corporations

Reference Model Contract Section 1, Paragraph 6, Recently enacted legislation allows nonprofit corporations to participate in state contracts for purchases administered by Master Contracts and Consulting. By mutual agreement with Master Contracts and Consulting, the contractor agrees to sell goods or services at contract pricing awarded under this contract to self certified nonprofit corporations. Such organizations purchasing under this contract shall do so only to the extent they retain eligibility and comply with other contract and statutory provisions. The contractor may make reasonable inquiry of credit worthiness prior to accepting orders or delivering goods or services on contract. The state accepts no responsibility for payments by nonprofit corporations. Contract payment terms may not be changed by the contractor for non-profit corporation orders.

15. REPORTS

Contractor(s) must provide the following report(s) to Master Contracts and Consulting per requirements of Model Contract Section 2, Paragraph (s) 2.8 and 2.9

Sales and Subcontractor Report

A quarterly Sales and Subcontractor Report (attached) shall be submitted in the format provided by Master Contracts and Consulting. You can get the report electronically at <https://fortress.wa.gov/ga/apps/CSR/Login.aspx>. Total purchases for each State Agency, University, Community and Technical Colleges must be shown separately. Total purchases for all political subdivisions and non-profit organizations may be summarized as one customer. Additionally, all purchases by the State of Oregon or other purchasers must be reported as an aggregate total.

The report shall include sale information (Section A) and amounts paid to each subcontractor during the reporting period (Section B). Copy of Report Attached.

Reports should be rounded to nearest dollar. Contractors will be provided with all necessary sample forms, instructions, and lists. Reports are due thirty (30) days after the end of the calendar quarter, i.e., April 30th, July 31st, October 31st and January 31st.

CONTRACT CONTENTS AND UTILIZATION

Contents

1. Current Contract Information (Award Notice) 01508, Reference Appendix F Model Contract.
2. Attachment "A" - List of Rental Equipment
3. Attachment "B" - Suppliers alphabetized by city to include: Supplier Identification Numbers, Addresses, Telephone Numbers, Rental to Political Subdivisions/Non-Profit Corporations, Payment Terms, Federal Tax I.D. No., Master Contracts and Consulting Supplier No., MWBE Participation, and Credit Card Acceptance.
4. Attachment "C" - Supplier Rental Prices

Contract Utilization

Steps required:

- Step #1 **Use Attachment "A"** - Find item. i.e., Front End Loader, 3/4-3 yard-rubber tired; determine Group, Class, and Item. Which should be Group 4 (Class 13) Item A.
- Step #2 **Attachment "C"** - Pricing Sheets; find Group, Class, and Item (they are sequential); determine Contractor (this is the first column on the price sheets) capable of furnishing needed equipment.
- Step #3 **Attachment "B"** - for supplier name, address, telephone no., and contact.
- Step #4 If item is available, proceed with rental requirement.
- Step #5 If item is not available, State Agency must comply with requirements of Item 6, Special Conditions above.

CONTRACTOR: UNITED RENTALS INC.

Contact: Mike Sherrick **Phone:** (425) 259-6108 **Cell:** (509) 361-3482 **Fax:** (425) 252-8599

Email: msherric@ur.com

Federal ID: 86-0933835

Supplier #: W1828

Shipping Location: FOB Contractor Location (aka FOB Origin)

Prompt Payment Discount: 0% 30 days.

RENTAL DISCOUNT

Provide here a rental discount for all other equipment listed in your rental catalog not listed on Bid Price Sheets: %. Purchasing (Credit) Cards accepted: Yes X No (Washington State Purchasing card is VISA)

Bidder agrees to sell the goods and services on this contract to political subdivisions registered with Master Contracts and Consulting: Yes X No (if reply is "No" attach a letter to this bid response explaining the reason(s) for declining participation by political subdivisions).

Primary Contact-Contract Administration

Alternate Contact - Contract Administration

Name: Mike Sherrick

Name: _____

Telephone: (425) 259-6108

Telephone: _____

FAX: (425) 252-8599

FAX: _____

Email Address msherric@ur.com

Email Address _____

Customer Service/Order Placement:

Name: Contact your local branch store

Name: _____

Telephone: _____

Toll Free: _____

FAX: _____

Email Address: _____

Usage Report Point Of Contact::

Name: Mike Sherrick

Name: _____

Telephone: (425) 259-6108

Toll Free: _____

FAX: (425) 252-8599

Email Address: msherric@ur.com

Addresses:

Orders to be sent to:
United Rentals Inc.

Billing will be from:
United Rentals Inc.

Payment to be sent to:
United Rentals Inc.

Contact your local branch store

Contact your local branch store

POB 840514

Dallas, TX 75284-0514



Finance and Business Operations Division
 Procurement and Contract Services Section
 Department of Executive Services

CNK-ES-0340
 3rd Floor
 401 5th Avenue
 Seattle, WA 98104

206-263-9400
 206-296-7676 Fax
 TTY Relay: 771
www.kingcounty.gov

VENDOR:

RSC EQUIPMENT RENTAL
 5421 FIRST AVE S
 SEATTLE, WA 98108

SHIP TO

DEPT OF NATURAL RESOURCES & PA
 DNRP PARKS RENTON SHOP
 1200 MONSTER RD SW RPS-NR0100
 RENTON, WA 98055
 United States

BILL TO

KC DEPT OF EXECUTIVE SERVICES
 ACCOUNTS PAYABLE, 3RD FLOOR
 401 5TH AVE, CNK-ES0320
 SEATTLE, WA 98104
 United States

Purchase Order		
PURCHASE ORDER NO.	REVISION	PAGE
526138	0	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
13-OCT-11	R Jackson	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO. 8059	PAYMENT TERMS Net30days	FREIGHT TERMS Paid	F.O.B. Destination	SHIP VIA UPS
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CONFIRM TO / TELEPHONE	(206) 762-1122	REQUESTOR / DELIVER TO
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LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	<p>THIS CONTRACT AGREEMENT NUMBER 526138 IS ISSUED AS A REPLACEMENT/CONTINUATION AGREEMENT FOR NUMBER B21906B EFFECTIVE JANUARY 1, 2012. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p> <p>WHEN ACTIVE, STANDARD PURCHASE ORDERS REFERENCING THIS CONTRACT AGREEMENT NUMBER WILL BE ISSUED BY KING COUNTY TO AUTHORIZE THE PURCHASE AND PAYMENT OF GOODS AND/OR SERVICES. ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER TO AVOID DELAY IN PAYMENT.</p> <p>Purchase Agreement Effective From: 01-AUG-09 To: 31-JUL-12</p>						
		Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

ACCEPTANCE:

This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

[Signature]
 Authorized signature