JOSH B. GREEN, M.D. GOVERNOR KE KIA'ĀINA



## STATE OF HAWAII STATE PROCUREMENT OFFICE

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February 28, 2025

TO: Executive Departments/Agencies

Department of Education School Facilities Authority

Hawaii Health Systems Corporation

Office of Hawaiian Affairs
University of Hawaii

Public Charter School Commission and Schools

House of Representatives

Senate

Judiciary

City and County of Honolulu

Honolulu City Council

Honolulu Board of Water Supply

Honolulu Authority for Rapid Transportation

County of Hawaii Hawaii County Council

County of Hawaii-Department of Water Supply

County of Maui Maui County Council

County of Maui-Department of Water Supply

County of Kauai Kauai County Council

County of Kauai - Department of Water

FROM: Bonnie Kahakui, Administrator January 9 Malakuw

SUBJECT: Change No. 2

SPO Price List Contract No. 24-06

NASPO VALUEPOINT EQUIPMENT RENTAL SERVICE

RFP PCA 19-01

Expires: March 16, 2026

The following changes are made to the price list contract:

1. The contract with Sunbelt Rentals, Inc. is extended to March 16, 2026.

2. The Point of Contact for Sunbelt Rentals, Inc. is updated.

The current price list contract incorporating Change No. 2 is available on the SPO website: http://spo.hawaii.gov. Click on *Price & Vendor List Contracts* on the home page.

If you have any questions, please contact Matthew Chow at (808) 586-0577 or matthew.m.chow@hawaii.gov.

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## STATE OF HAWAII STATE PROCUREMENT OFFICE

**SPO Price List Contract No. 24-06** 

Includes Change No. 2 Effective: 02/28/2025

#### THIS SPO PRICE/VENDOR LIST CONTRACT IS FOR AUTHORIZED BUSINESS ONLY

# NASPO VALUEPOINT EQUIPMENT RENTAL SERVICE

(RFP PCA 19-01)
September 6, 2023 to March 16, 2026

#### **INFORMATION ON NASPO VALUEPOINT**

The NASPO ValuePoint Cooperative Purchasing Organization is a multi-state contracting consortium of state governments, including local governments, of which the State of Hawaii is a member. NASPO ValuePoint Purchasing Organization seeks to achieve price discounts by combining the requirements of multi-state governmental agencies, and cost-effective and efficient acquisition of quality products and services.

The State of Vermont is the current lead agency and contract administrator for the NASPO ValuePoint Equipment Rental Service contract. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization and contracts were awarded to two (2) qualified Contractors.

The purpose of this contract is to provide equipment rental companies to provide monthly and/or weekly Equipment Rental services through local branches.

For additional information on this contract, visit the NASPO ValuePoint website at <a href="https://www.naspovaluepoint.org/portfolio/equipment-rental-services/">https://www.naspovaluepoint.org/portfolio/equipment-rental-services/</a>.



**PARTICIPATING JURISDICTIONS** listed below have signed a cooperative agreement with the SPO and are authorized to utilize this price list contract.

Executive Departments/Agencies Department of Education (DOE) School Facilities Authority (SFA)

Hawaii Health Systems Corporation (HHSC)

Office of Hawaiian Affairs (OHA) University of Hawaii (UH)

Public Charter School Commission and Schools

House of Representatives (House)

Senate Judiciary City and County of Honolulu (C&C Honolulu)

Honolulu City Council

Honolulu Board of Water Supply

Honolulu Authority for Rapid Transportation

(HART)

County of Hawaii Hawaii County Council

County of Hawaii – Department of Water Supply

County of Maui Maui County Council

County of Maui – Department of Water Supply

County of Kauai Kauai County Council

County of Kauai - Department of Water

The participating jurisdictions are not required but may purchase from this price list contract, and requests for exception from the contract are not required. Participating jurisdictions are allowed to purchase from other contractors; however, HRS chapter 103D, and the procurement rules apply to purchases by using the applicable method of procurement and its procedures, such as small purchases or competitive sealed bidding. The decision to use this contract or to solicit pricing from other sources is at the discretion of the participating jurisdiction.

**POINTS OF CONTACT**. Questions regarding the products listed, ordering, pricing and status should be directed to the contractor(s).

Procurement questions or concerns may be directed as follows:

Jurisdiction	Name	Telephone	FAX	E-mail
Executive	Matthew Chow	586-0577	586-0570	matthew.m.chow@hawaii.go  v
DOE	Procurement Staff	675-0130	675-0133	G-OFS-DOE- Procurement@k12.hi.us
SFA	Gaudencia "Cindy" Watarida	430-5531	n/a	cindy.watarida@k12.hi.us
HHSC	Nancy Delima	359-0994	n/a	ndelima@hhsc.org
ОНА	Christopher Stanley	594-1833	594-1865	chriss@oha.org
UH	Karlee Hisashima	956-8687	956-2093	karlee@hawaii.edu

Jurisdiction	Name	Telephone	FAX	E-mail	
Public Charter School Commission and Schools	Danny Vasconcellos	586-3775	586-3776	danny.vasconcellos@spcsc. hawaii.gov	
House	Brian Takeshita	586-6423	586-6401	takeshita@capitol.hawaii.gov	
Senate	Carol Taniguchi	586-6720	586-6719	c.taniguchi@capitol.hawaii.g ov	
Judiciary	Tritia Cruz	538-5805	538-5802	tritia.l.cruz@courts.hawaii.go  V	
Honolulu City and County (C&C)	Procurement Specialist	768-5535	768-3299	bfspurchasing@honolulu.gov	
Honolulu City Council	Kendall Amazaki, Jr.	768-5084	n/a	kamazaki@honolulu.gov	
Honolulu City Council	Nanette Saito	768-5085	768-5011	nsaito@honolulu.gov	
Honolulu Board of Water Supply	Procurement Office	748-5071	n/a	fn_procurement@hbws.org	
HART	Dean Matro	768-6246	n/a	dean.matro@honolulu.gov	
County of Hawaii	Diane Nakagawa	961-8440	n/a	Diane.Nakagawa@hawaiico unty.gov	
Hawaii County Council	Diane Nakagawa	961-8440	n/a	Diane.Nakagawa@hawaiico unty.gov	
County of Hawaii - Department of Water Supply	Ka'iulani L. Matsumoto	961-8050 ext. 224	961-8657	kmatsumoto@hawaiidws.org	
County of Maui	Jared Masuda	463-3816	n/a	jared.masuda@co.maui.hi.us	
Maui County Council	Marlene Rebugio	270-7838	n/a	marlene.rebugio@mauicount y.us	

Jurisdiction	Name	Telephone	FAX	E-mail	
County of Maui - Department of Water Supply	Kenneth L. Bissen	270-7684	270-7136	ken.bissen@co.maui.hi.us	
County of Kauai	Ernest Barreira	241-4295	241-6297	ebarreira@kauai.gov	
Kauai County Council	Codie Tabalba	241-4193	241-6349	ctabalba@kauai.gov	
County of Kauai - Department of Water	Christine Erorita	245-5409	245-5813	cerorita@kauaiwater.org	

**USE OF PRICE & VENDOR LIST CONTRACTS BY NONPROFIT ORGANIZATIONS.** Pursuant to HRS §103D-804, nonprofit organizations with current purchase of service contracts (HRS chapter 103F) have been invited to participate in the SPO price & vendor lists contracts.

A listing of these nonprofit organizations is available at the SPO website: <a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a>. Click on For Vendors > Non-Profits > Cooperative Purchasing Program > View the list of qualifying nonprofits eligible to participate in cooperative purchasing.

If a nonprofit wishes to purchase from a SPO price or vendor list contract, the nonprofit must obtain approval from each Contractor, i.e., participation must be mutually agreed upon. A Contractor may choose to deny participation by a nonprofit. Provided, however, if a nonprofit and Contractor mutually agree to this arrangement, it is understood that the nonprofit will retain its right to purchase from other than a SPO price or vendor list Contractor(s).

**CONTRACTORS.** The authorized contractors are listed in this price list contract. They have signed a Master Agreement with the State of Vermont and a Participating Addendum with the Hawaii State Procurement Office.

<u>Contractor:</u> <u>Master Agreement Number:</u> Sunbelt Rentals, Inc. 41431

**VENDOR CODES** for annotation on purchase orders are obtainable from the *Alphabetical Vendor Edit Table* available at your department's fiscal office. Agencies are cautioned that the remittance address on an invoice may be different from the address of the vendor code annotated on the purchase order.

**COMPLIANCE PURSUANT TO HRS §103D-310(c).** Prior to awarding this contract, the SPO verified compliance of the Contractor(s) named in the SPO Price List Contract No. 24-06. No further compliance verification is required prior to issuing a contract, purchase order, or pCard payment when utilizing this contract.

**PURCHASING CARD (pCard).** The State of Hawaii Purchasing Card (pCard) is required to be used by the Executive department/agencies, excluding the DOE, SFA, HHSC, OHA, and UH, for orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit, or issue a purchase order.

Note: Vendors may impose a transaction fee, not to exceed 4%, for pCard transactions.

**PURCHASE ORDERS** may be issued for purchases of \$2,500 or more and for vendors who either do not accept the pCard, or set minimum order requirements before accepting the pCard.

**SPO PL CONTRACT NO. 24-06** & applicable **NASPO VALUEPOINT MASTER AGREEMENT NUMBER** shall be typed on purchase orders issued against this price list contract. For pCard purchases, the SPO PL Contract No. 24-06 and the applicable NASPO ValuePoint Master Agreement Number shall be notated on the appropriate transaction document.

**PAYMENTS** are to be made to the Contractor(s) remittance address. HRS §103-10 provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. Payments may also be made via pCard.

**LEASE AGREEMENTS** are not allowed under this contract.

**STATE GENERAL EXCISE TAX (GET) AND COUNTY SURCHARGE** shall not exceed the following rates if seller elects to pass on the charges to its customers.

COUNTY	COUNTY SURCHARGE TAX RATE	STATE GET	MAX PASS- ON TAX RATE	EXPIRATION DATE OF SURCHARGE TAX RATE
C&C OF HONOLULU	0.50%	4.0%	4.7120%	12/31/2030
HAWAII	0.50%	4.0%	4.7120%	12/31/2030
COUNTY OF MAUI (including Molokai and Lanai)	0.50%	4.0%	4.7120%	12/31/2030
KAUAI	0.50%	4.0%	4.7120%	12/31/2030

The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <a href="http://tax.hawaii.gov/geninfo/countysurcharge">http://tax.hawaii.gov/geninfo/countysurcharge</a>.

**COMPLIANCE PURSUANT TO HRS §103-53**. All state and county contracting officers or agents shall withhold final payment of a contract until the receipt of tax clearances from the director of taxation and the Internal Revenue Service. This section does not apply to contracts of less than \$25,000.

**VENDOR AND PRODUCT EVALUATION** form, SPO-012, for the purpose of addressing concerns on this price list contract, is available to agencies at the SPO website: <a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a>. Click on *Forms* on the home page.

**PRICE OR VENDOR LIST CONTRACT AVAILABLE ON THE INTERNET** at the SPO website: <a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a>. Click on *Price & Vendor List Contracts* on the home page.

**EMERGENCY PURCHASE**. The FEMA special provisions have been added to the contact to allow departments/agencies to make purchases during a declared disaster and seek FEMA reimbursement during a declared emergency. For more information, please visit: <a href="https://spo.hawaii.gov/for-state-county-personnel/disaster-preparedness-procurement/fema-reimbursement/">https://spo.hawaii.gov/for-state-county-personnel/disaster-preparedness-procurement/fema-reimbursement/</a>

The following Contractors have agreed to the FEMA special provisions:

Sunbelt Rentals, Inc.

#### **CONTRACT INFORMATION**

#### Statement of Works

- 1. Standard Increments of Rental Intervals
  - a. The monthly rental rate shall be based on 28 days, representing four whole weeks.
  - b. The weekly rental rate, per item, shall be based on a 5-day, 8-hour day.
  - c. The daily rental rate shall be based on an 8-hour day.
  - d. In the event a daily rental becomes a weekly rental, or a weekly rental becomes a monthly rental, the rental shall be rated as the extension occurs, i.e. the rental is for 3 days, yet the equipment is kept for a week, at the end of the week, the records are changed to reflect the weekly rental rate, so that the rental rate is always the exact rate of rental. The weekly rate will be charged once accumulated daily rates meet or exceed the week rate. The 4 week rate will be charged once accumulated weekly rates meet or exceed the 4 week rate. Contractor does not rent in less than full-day increments.
  - e. Rental rates shall be charged based on the actual rental commencement date.
  - f. The rental rates for the Equipment's are for "one shift," being not more than 8 hours per day and 40 hours per week unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Shift Rates apply to all generators and certain other equipment with hour meters. During a Declared State of Emergency, or a pending or existing disaster or catastrophe, natural (i.e. hurricane, tornado, flood, etc.) all diesel generators and pumps rented will be billed based on a one week minimum Rental Period at triple shift rates. This one week minimum rental at triple shift rates will not affect Equipment already on rent to Customer.
  - g. For equipment picked up at a rental facility, rental starts when equipment leaves yard and ends when the equipment is returned to rental facility.
  - h. For equipment being delivered to a job location, the rental period begins at the time of delivery and ends when the Purchasing Entity notifies Contractor that the rented equipment is no longer in use, and is ready for pick-up. Contractor failure to pick up the equipment, with proper notification, shall not result in an additional charge to the Purchasing Entity, nor holds the Purchasing Entity responsible for any damages that may occur, provided the equipment is accessible and at the designated location.
  - i. Rental rates do not accrue during equipment downtime unless damage is caused wholly or primarily by the Purchasing Entity.
- 2. Required Conditions of and at Delivery
  - a. Contractors shall be responsible for any repairs relating to the equipment except those proven to be caused by the Purchasing Entity.
  - b. Contractors shall accept all financial responsibility of the rental of the equipment to be rented and shall not obligate an additional signing of any supplemental agreement with the manufacturer of the equipment or any financial institution.

- c. All equipment must be in good working order and clean condition when picked up or delivered. If the equipment is not what the Purchasing Entity requested, or not mechanically and/or cosmetically sound, the Purchasing Entity has the right to refuse the equipment at the time of delivery or pick-up and shall document the reason in detail at the time of refusal. The documentation of the refusal is to be copied to the Purchasing Entity and the Contractor. Any charges incurred due to the rejected delivery will be the full responsibility of the Contractor.
- d. Equipment shall come fully fueled and lubricated and be ready for use at the time of pick-up or delivery. The Purchasing Entity will be responsible for fueling and maintaining the equipment during the rental period and prior to pick-up or delivery back to the bidder. The Purchasing Entity is responsible for providing the equipment back to the Contractor in as same as condition when received, less ordinary wear and tear, at the end of the rental period.
- e. Contractor shall replace any parts, in the event of mechanical failure. The Purchasing Entity will immediately notify the Contractor of the mechanical failure, and the Contractor shall respond within two (2) hours with the actions to remedy the situation. The Contractor must notify the Purchasing Entity with a timeframe in which the equipment will be fixed. If downtime will be four (4) or more hours, the Contractor shall provide a replacement piece of equipment, that is equal to or better than what is rented, for the remainder of the rental period or until the original equipment is repaired and returned. If a replacement equipment is provided, the Contractor shall not invoice the Purchasing Entity at a different rental price than what is already established.
- f. Pre-Delivery Inspection: All equipment must be delivered having had the proper inspection and maintenance checks including verifying that all equipment, gauges, etc., are in operational order and ready for immediate use by the Purchasing Entity. The Contractor must perform their own inspections per the manufacturer's instructions, or to subcontract the inspections. Contractor must also ensure, prior to delivery that all fluids at maximum levels, tire pressures to be at factory recommended levels, lights and switches in working order, etc. Any equipment delivered without having had proper inspections and completed maintenance will not be accepted.

#### 3. Pricing of Equipment Rentals

- a. Rental rates are not subject to availability
- b. Rental rates shall remain firms and are not subject to change due to job conditions
- c. No additional charges may apply for setup and training
- d. Allowable charges will include the actual cost of any permits necessitated by product dimension or excess weight (i.e. transportation pricing).
- 4. Summary Term Sheet (may be provided at time of specific rentals). The Summary Term Sheet is a part of an overall larger contract. The larger contract consists of a State of Vermont Master Contract that also includes terms and conditions from the National Association of State Procurement Officials (NASPO). For and in jurisdictions other than the State of Vermont, the documents defining the contract also include a 'Participating'.

Addendum' by which each such other jurisdiction joins in the contract, and may define additional terms within its jurisdiction. This Summary Term Sheet defines and highlights certain terms, options, and obligations that are particularly relevant at the time that a specific piece of equipment is rented. Contractor may, at its option, provide a copy of this Summary Term Sheet to the entity and individual renting equipment, at time of rental, and this Summary Term Sheet will be used to document whether or not the entity and individual renting the equipment opt to participate in the Rental Protection Program. Contractor may not modify this Summary Term Sheet without prior written consent of the State of Vermont and NASPO, and, additionally, nor may Contractor use an alternate document to serve purposes of the same sort served by this Summary Term Sheet.

- a. Permitted Use; Responsibility for and custody of equipment during rental:
  - i. When taking delivery and custody of rented equipment, the entity and individual taking delivery of and using the equipment (hereinbelow, "Customer") acknowledge:
    - Customer, and not contractor, have sole control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits to use the Equipment.
    - Prior to each use, Customer will, to best of customer's reasonably ability, inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is reasonably suitable for Customer's intended use;
    - Any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests the applicable waiver, Customer authorizes Contractor to leave the Equipment at the Site Address without requirement of written receipt);
    - 4. Customer shall immediately notify Contractor if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs. Incident is any fine, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with, the Equipment.;
    - Customer has received from Contractor information needed or requested regarding the operation of the Equipment;
    - Contractor is not responsible for providing operator or other training unless Customer specifically requests in writing and Contractor agrees to provide such training which may be at an additional fee (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use);
    - 7. Only authorized individuals shall use and operate the Equipment ("authorized individuals" being those who are properly trained to

- use the Equipment and who are not under the influence of drugs or alcohol or otherwise impaired);
- 8. Customer shall use the Equipment's in a careful manner, in compliance with all operational and safety instructions provided on, in or with the Equipment and all Federal, State and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) The Equipment shall be kept in a secure location.
- 9. Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety instructions; (b) assign its rights under this Agreement; (c) move the Equipment from the Site Address without Sunbelt's written consent; or (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic) nor allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).
- b. Selection/Suitability of Particular Rental Equipment for Particular Customer Task
  - i. Provided and so long as Contractor delivers the Equipment, of type rented by Customer, in good and serviceable working condition, Customer is solely responsible for having selected type and scale of Equipment to perform Customer's intended task(s).
- c. Maintenance, Repair
  - i. Before commencing use of the equipment, and at reasonable intervals during the use of the equipment, Customer will inspect fuel and oil levels, and conduct routine visual inspections of grease, filters, cooling system, water, batteries, cutting edges, and perform routine cleaning.
  - ii. Customer may fuel the equipment.
  - iii. With the exception of Customer fueling the equipment, Customer shall submit a request to Contractor for a service call a) if upon visual inspection a need for service is required, or b) any other maintenance or repairs are required.
  - iv. During the period of time that the equipment is rented and in the custody of Customer, Contractor has no responsibility to inspect or perform any maintenance or repairs unless Customer requests a service call.
  - v. Ordinary Wear and Tear is not the responsibility of the Customer. Damage to equipment or unusual wear and tear specifically attributable to negligent or willfully improper Customer action or inaction in using the equipment may subject Customer to the full actual cost of repairs and rental of the Equipment until the repairs are completed; however, not to exceed ten (10) business days.
- d. Fueling (applies only to equipment requiring fuel)
  - i. Contractor is responsible for delivering the equipment with a full fuel tank.
  - ii. When Customer takes delivery, Customer should observe the fuel level, and, if fuel is less than full, contact Contractor to indicate if the fuel is less

- than full at time of delivery. Absent such notification by Customer, the fuel will be presumed to be full at delivery.
- iii. During Customer's use during the rental period, Customer is responsible for refueling the equipment in sufficient amounts to keep the equipment operating and operable.
- iv. To assure that the fuel is full at time of return, Customer has two options:
  - Pay on Return Option if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge, which will be calculated by multiplying gallons required to refill tank with fuel to level when received, by a price per gallon that shall not exceed 120% of the published AAA rate for that same fuel type. Reference Website for Fuel Pricing: (http://fuelgaugereport.aaa.com/?redirectto=http://fuelgaugereport. opisnet.com/index.asp)
  - Return Full Option if Customer returns the Equipment with at least as much fuel as when it was received (most Contractor Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed.
- v. The cost of Customer refueling Equipment itself will generally be lower than the Prepay ("No Sweat") Fuel Option or the Pay on Return Option; however, these options each allow for the convenience of not refueling.
- e. Return, and Arranging Return, of Equipment:
  - Customer must contact Contractor to request pickup of Equipment, retain the Pick Up Number given by Contractor and will be responsible for Equipment until actually retrieved by Contractor.
- f. Optional Rental Protection Plan ("RPP").
  - i. Upon execution of Contractor's Rental Out ticket, Customer may choose to either reject or participate in Contractor's RPP program as detailed below: a. Customer's repair or replacement responsibility, as provided for herein, is modified by the RPP and Contractor shall limit the amount that Contractor collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of equipment: (a) 10% of the MSLP for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Contractor or, Lost Equipment is replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions are satisfied and an Exclusion does not apply. The RPP is NOT INSURANCE and does NOT protect customer from liability to Contractor or others arising out of possession or operation of the equipment, including injury or

- damage to persons or property. THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.
- ii. All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reductions to apply: (A) Customer accepts the RPP in advance of the rental; (B) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (C) Customer fully complies with the terms of this Contract; (D) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (E) none of the Exclusions apply.
- iii. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Contractor for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Contractor); (C) due to Acts of God, such as floods, wind, storms or earthquakes; and (D) accessories, or Equipment for which Customer is not charged the RPP fee. THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP.
- iv. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Contractor retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are nonrefundable. Customer agrees to promptly return any Equipment that is recovered.
- v. Contractor shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Contractor all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Contractor whatever documents are required and take all other necessary steps to secure in Contractor such rights at Customer expense.
- vi. Note: Trucks are specifically excluded from this program.

#### **AGENCY INSTRUCTIONS**

- 1. Agency shall contact vendor for rental agreement.
- 2. Order shall include
  - a. The services or supplies being delivered;
  - b. The place and requested time of delivery;
  - c. A billing address;
  - d. The name, phone number, and address of the Purchasing Entity representative;
  - e. The rates (on a day, week or 4-week basis) or other pricing elements;
  - f. A ceiling amount of the order for services being ordered; and
  - g. The Master Agreement identifier.
- 3. Agency should consider the optional rental protection plan
- 4. If the equipment requires fuel, agency should consider utilizing SPO Price List 22-08 Fleet Credit Card
- 5. Note1: Orders must be placed prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then current termination date. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 6. Note2: Risk of loss shall pass to the member at the destination point or after installation by authorized dealer/representative. The risk of loss of the goods shall not pass to a given member until receipt and acceptance of the goods at the point of delivery and or installation. Delivery will not be interpreted to limit Contractor's insurance, liability, or indemnity obligations as set forth elsewhere in the Master Agreement. The title to rented equipment shall remain the property of the Supplier and shall not be affixed to any Member property.
- 7. The SPO form SPO-010, Record of Procurement is optional. The approved Form SPO-010 is kept in the procurement/contract file.



#### SUNBELT RENTALS, INC.

Master Agreement No. 41431

NASPO URL: <a href="https://www.naspovaluepoint.org/portfolio/equipment-rental-services/sunbelt-rentals-inc/">https://www.naspovaluepoint.org/portfolio/equipment-rental-services/sunbelt-rentals-inc/</a>

#### Sales Contact:

Travis Kochi
District Market Sales Leader
Sunbelt Rentals
1038 Ulupono St.
Honolulu, HI 96819
Phone (808) 650-6464
Mobile (808) 369-4014
Email travis.kochi@sunbeltrentals.com

#### Remittance Address:

Sunbelt Rentals Inc PO Box 409211 Atlanta, GA 30384-9211 Vendor Code: 339897-00

To view products:

https://www.sunbeltrentals.com/

Products include: Backhoe Loaders, Hydraulic Breakers & Demolition Attachments, Mini-Excavator, Mini-Excavator Accessories, Rental Vehicles, Skidsteer Loaders, Tractors & Landscape Loaders, Trenchers, Forklift, Forklift Accessories, Telehandler, Material Handling Equipment, Battery Powered Tools, Chain Hoists & Air Winches, Drain & Sewer Cleaning & Inspections, Electric Tools, Industrial Vehicles, Lighting Equipment, Mechanical & Electrical Contractor Trade Tools, Miscellaneous, Paint Sprayers, Pressure Washers, Storage Containers/Jobsite Storage, Trailers, Welding & Plasma Cutting Equipment, Fuel Tanks, Generators 499kw and smaller, Generators (500kw and larger), Generators - Gas, Generator Accessories/Cable/Electrical Panels, Lawn & Landscape, Stump Grinders, Wood & Brush Chippers, Pumps (small), Floor & Carpet Care Equipment, Floor & Carpet Installation Tools, Floor Scrubbers, Floor Sweepers, and Vacuums.

#### To view rates:

https://spo.hawaii.gov/wp-content/uploads/2023/07/24-06\_Sunbelt-Rentals-Inc-Pricing.pdf