



HIGHWAY RENTAL EQUIPMENT
APRIL 1, 2019 through MARCH 31, 2022
(firm price 3-year Contract)

Excavators

Loaders

Dump Trucks

Rollers

Info regarding MA Statewide Contract for other types of equipment: Herc Rentals and United Rentals (requires CommBUYS Buyer Account)

SAMPLE CONTRACT TERMS & CONDITIONS

AGREEMENT made this (Day ()) day of April, 2019 for a portion of the REGIONAL RENTAL EQUIPMENT BID between (Company Name ()), hereinafter called the LESSOR, and the Participants of the Regional Highway Rental Equipment Program with the Central Massachusetts Regional Planning Commission (CMRPC) whose regular place of business is 1 Mercantile Street, Worcester, MA, 01608 (participants listed in Article XIV) hereinafter called the PARTICIPANT(S) or TOWN.

The LESSOR agrees to make available and the PARTICIPANT(S) agrees to rent equipment and/or services particularly described in the award matrix in article X.

Contract Documents:

Lessor's Bid including Tax Compliance and Non-Collusion
Certification Insurance Certificate Evidencing Insurance Coverage

I. RENTAL EQUIPMENT CONTRACT TERM

The term of this contract is APRIL 1, 2019 through MARCH 31, 2022. This is an INDEPENDENT CONTRACTOR agreement. The LESSOR shall not be eligible to be an employee of the PARTICIPANTS.

II. EQUIPMENT REQUIREMENTS

All equipment incorporated in the work under the contract shall be in good working condition and meet all safety requirements for its intended use. Equipment that is not in good working order or unsafe may be rejected by the PARTICIPANT and the LESSOR shall provide suitable replacement equipment.

If a particular piece of equipment was bid and is not available, an equivalent piece of equipment may be suggested. If the Town does not agree that this equipment is equivalent, they may go to the next bidder or rent outside this contract altogether.

III. TERMINATION and CHOICE OF LAW

The PARTICIPANT(s) reserve the right to terminate this contract for services whenever it deems that the LESSOR is in violation of laws, regulations and/or provisions of this Contract. Termination without cause may be given with at least fifteen (15) days written notice. Payment will be made for work performed up to the termination date. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts and any lawsuit brought pursuant to this Contract shall be commenced only therein. The Lessor, and the agents thereof, agree to bring any Federal Court legal proceedings arising under this Contract, in which the Owner is a party, in a court of competent jurisdiction in Worcester County, Massachusetts. The Lessor, and the agents thereof, agree to bring any State Court legal proceedings arising under this Contract, in which the Owner is a party, in a court of competent jurisdiction in Worcester County,

Massachusetts. This paragraph shall not be construed or limit any rights a party may have to intervene in any action, in any court of wherever, pending, in which the other is a party.

IV. PAYMENT FOR SERVICES

Each PARTICIPANT shall be solely responsible for payment of invoices due to the LESSOR for rentals. LESSOR should submit invoices directly to the PARTICIPANT c/o Town Highway Departments and expect payment within 30 days after the PARTICIPANT receives the invoice. Awarded vendors are expected to follow all guidelines for vendors for the Town regarding invoicing and also access to Town property. No Fuel Surcharges or other charges may be added to the per diem rates shown in the bid documents. CMRPC HAS NO FINANCIAL LIABILITY FOR WORK DONE UNDER THIS CONTRACT. ANY DISCREPANCIES BETWEEN PARTICIPANT AND RENTAL COMPANY REGARDING THIS CONTRACT SHALL HAVE NO BEARING ON CMRPC.

V. CONDITION OF EQUIPMENT UPON RETURN FOR EQUIPMENT RENTED

Return of Equipment: The LESSOR shall pick up the Equipment at the end of the rental period or of any extension thereof. The PARTICIPANT shall not be liable for any additional rental for Equipment kept beyond the rental period specified resulting from the LESSOR'S failure for any reason to pick up the Equipment, or, if no rental period is specified, within one day of notice by the PARTICIPANT to the LESSOR to pick up the Equipment. The LESSOR shall inspect the Equipment at the time of its return (by pick-up or otherwise) and promptly notify the PARTICIPANT of any damage or disrepair or missing components. The Awarded Bidder shall sign a receipt for the Equipment returned on which it must state any deficiencies in the Equipment. The failure of the LESSOR to indicate damage or disrepair or missing components at the time of pick-up shall be deemed to conclusively establish that the Equipment was free of damage and in good repair.

If the Participant signs a contract agreement at the time of pick-up of the equipment, any terms and conditions of the LESSOR'S agreement are superseded by this Contract when in conflict.

VI. LESSOR'S INSURANCE AND INDEMNITY

The LESSOR shall be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All policies issued shall indemnify and hold harmless the Central Massachusetts Regional Planning Commission, the Towns and their agents and employees from any and all claims for damages to persons or property as may arise out of the performance of this contract. Failure to provide and continue in force such insurance shall be deemed a material breach of this contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the LESSOR. The Lessor's insurance policy shall be priority in coverage for all claim(s).

Insurance requirements:

\$1M Automobile; \$1M each occurrence, \$2M aggregate General Liability; \$1M Umbrella Liability. A copy of your certificate of insurance required if selected to be part of this contract.

CMRPC will keep insurance certificates on file for the Towns and all renewal certificates are to be provided to CMRPC. The Towns' liability is limited by Massachusetts Tort Claims Act, M.G.L. c. 258.

VII. LICENSES AND TAXES

State taxes will be excluded from all invoices. The PARTICIPANT shall provide their exemption certificate number to the LESSOR, if requested. The LESSOR shall obtain all necessary licenses and permits for the Work and pay all required taxes.

VIII. SEPARATE CONTRACTS

CMRPC and the PARTICIPANT(s) have the right to let other contracts in connection with the work and the LESSOR shall properly cooperate with any such other contractors. **This is not an exclusive contract to provide services to the PARTICIPANT(s).** The PARTICIPANT(s) reserve the right to contract for similar services separately. Pre-existing contract agreements will not be voided by this agreement.

IX. ESTIMATED NEED/ PROCUREMENT LAW

The number of hours of service cannot realistically be estimated due to the number of PARTICIPANT(s) involved and the nature of the potential work (on call service and emergencies).

X. PRICING & AWARD MATRIX

The Contract is for a three-year term and all pricing is to remain firm for the three years. Equipment may be substituted with permission/notification of the town if equipment as bid becomes unavailable during that period. See the following award matrix for pricing.

Ahearn Equipment:

460 Main Street, Spencer, MA 01562
Contact: Michael Ahearn
 Mahearn@ahearnequipment.com;
 508-885-7085
 Emergency: 508-864-5100

United Rental:

12 New Bond St, Worcester, MA 01606
Contact: Anthony Deyoe Anthony Deyoe
 adeyoe@ur.com; 877-874-4468
 Emergency: 781-401-0275

<i>Equipment (equivalents accepted)</i>	<i>Price per day</i>	<i>Price Per day</i>
Excavator Cat 320, Track	\$1,615.00	\$1,395.00
Excavator, Cat 320, Wheel		\$1,627.95
Excavator Mini	\$679.00	\$736.00
Loader Cat 950 or Larger		\$1,001.32
Dump Truck, Articulated Rock Truck, 30 ton		\$1,908.30
Roller, 54", single drum		\$751.50
Roller, 54", tandem drum		\$654.40

Additional Discounts *Ahearn: 65% off 7 days or more; 85% for 30 days or more*

Low bidder

XI. NON-DISCRIMINATION

The Lessor shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

XII. MODIFICATIONS

No modifications, waiver or change shall be made to the terms and conditions of this Contract, except as may be mutually agreed upon in writing by all parties and as may be permitted by MGL C30, s39M.

XIII. ENTIRE UNDERSTANDING

This Agreement, together with the attachments hereto, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

XIV. CMRPC MEMBER TOWNS

1. Auburn	15. Leicester	29. Southbridge
2. Barre	16. Mendon	30. Spencer
3. Berlin	17. Millbury	31. Sturbridge
4. Boylston	18. Millville	32. Sutton
5. Blackstone	19. New Braintree	33. Upton
6. Brookfield	20. North Brookfield	34. Uxbridge
7. Charlton	21. Northborough	35. Warren
8. Douglas	22. Northbridge	36. Webster
9. Dudley	23. Oakham	37. West Boylston
10. East Brookfield	24. Oxford	38. West Brookfield
11. Grafton	25. Paxton	39. Westborough
12. Hardwick	26. Princeton	40. Worcester
13. Holden	27. Rutland	
14. Hopedale	28. Shrewsbury	

OTHER TOWNS MAY BE ADDED ONLY WITH EXPRESS WRITTEN PERMISSION OF CMRPC AND THE LESSOR IN A CONTRACT AMENDMENT



FAC97 Contract User Guide

FAC97: Equipment Rental

UPDATED: 10/31/2018

Contract #:	FAC97
MMARS MA #:	FAC97*
Initial Contract Term:	10/1/2015 – 3/31/2017
Current Contract Term:	4/1/2017 – 3/31/2019
Maximum End Date:	3/31/2019
Contract Manager:	Stephen Lyons, 617-720-3373, steve.lyons@state.ma.us
This Contract Contains:	Prompt Pay Discount, Supplier Diversity Program
UNSPSC Codes:	24-10-16-61
Notes:	<i>Contract adopted from the U.S. Communities and NJPA cooperatives</i>

*The asterisk is required when referencing the contract in the Massachusetts Management Accounting Reporting System (MMARS).

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Contract Summary

This is a statewide contract for Equipment Rental that includes (but is not limited to) the following types of equipment:

- Aerial Lifts (boom, scissor, personnel, etc.)
- Air Compressors
- Compaction
- Concrete and Masonry (buckets, saws, mixers, etc.)
- Demolition Equipment
- Disaster Response
- Earthmoving (backhoes, bucket loaders, skidsteers, etc.)
- Generators and Light Towers
- Heating and Cooling (air conditioning, chillers, heating, etc.)
- Pumps
- Trucks and Trailers (bucket trucks, dump trucks, pickups, etc.)



FAC97 Contract User Guide

Who Can Use This Contract

Eligible Entities

Please see the standard list of Eligible Entities on our [Who Can Use Statewide Contracts](#) webpage.

Applicable Procurement Law

Executive Branch Goods and Services: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00;

Construction Materials and Services: G.L. c. 149, s. 44A; G.L. c. 30, § 39M

Benefits and Cost Savings

Statewide contracts are an easy way to obtain benefits for your organization by leveraging the Commonwealth's buying power, solicitation process, contracting expertise, vendor management and oversight, and the availability of environmentally preferable products.

- Wide variety of equipment available; hundreds of makes and models from trusted manufacturers
- Service and Rental locations in Massachusetts
- Equipment delivery and pickup available
- 24/7 emergency service, maintenance, repair, and disaster response available
- Maintenance and safety training available
- Excellent option for seasonal equipment to preserve capital and avoid storage, repair, and inventory costs
- Daily, weekly, and monthly rates
- Standby agreements for power generation and disaster relief available
- 1% Prompt Pay Discount for payments made within 10 business days offered by both vendors

Related Statewide Contracts

OSD offers several contracts across multiple contract categories. Buyers should review the list of related statewide contracts below.

- **FAC94/100/105 MRO Contracts** – Equipment/Tool Purchases (ex: generators, pumps, lighting, etc.)
- **OVM09 Light Duty Vehicle Rental** – Vehicle Rentals
- **FAC88 Lawns & Grounds** – Lawns & Grounds Equipment Purchases (incl. Utility Vehicles)
- **FAC104 Landscaping Products** – Parks & Playground Equipment

Find Contract Documents

To find contract documents visit COMMBUYS.com and search for "FAC97" to find related Master Blanket Purchase Order (MBPO) information.



FAC97 Contract User Guide

Pricing, Quoting, and Purchasing Options

Purchase Options

Purchases made through this contract will be made on a rental fee basis.

Executive Departments: All Executive Departments are required to use statewide contracts for their purchases if the goods/services they seek are available on a statewide contract. Executive agencies are required to utilize COMMBUYS for all related statewide contract purchasing activity. For further details please see the [Best Value Procurement Handbook](#).

Eligible Entities: All other Eligible Entities are encouraged to utilize COMMBUYS for all statewide contracts purchasing activity, however the use of COMMBUYS is not required. Eligible Entities may order via email, phone or fax as allowed by the vendor. To ensure that you are being offered statewide contract pricing, contract users should identify and reference the contract number HLS05 when contacting the vendor for quotes or placing an order.

Pricing Options

Fixed Pricing: Contract pricing has been awarded based on daily, weekly, and monthly rates for equipment rentals.

Price Files

Both vendors have a price file uploaded to their COMMBUYS Master Blanket Purchase Order (MBPO) page. Price files reference daily, weekly, and monthly rates.

Obtaining Quotes

Contract users should always reference **FAC97** when contacting vendors to ensure they are receiving contract pricing. Quotes, not including construction services, should be awarded based on best value.

For a full description of how to complete a quote in COMMBUYS visit the [Job Aids for Buyers](#) webpage, and select:

- The *COMMBUYS Purchase Orders* section, and choose the *How to Create a Solicitation Enabled Bid Using a Release Requisition* job aid.

Service Regions

This contract offers statewide service.

Products Not Listed

If a product is not listed the buyer may contact the OSD Contract Manager to inquire whether the product may be rented through FAC97.

Performance and Payment Time Frames Which Exceed Contract Duration

This contract does not have language for payments that exceed contract duration. Buyers should not commit to any order that cannot be completed and paid for by 3/21/2019.



FAC97 Contract User Guide

How to Purchase From the Contract in COMMBUYS

P.O. FOR ONE-TIME RENTAL

1. Once a service and price is determined, the ordering process is as follows:
2. Initiate a new requisition
3. Search for “equipment” (and use “FAC97”) in the description
4. Select vendor MBPO
5. Select the zero-dollar catalog line
6. Enter “1” in the Quantity field and the total price in the Unit Cost field
7. Amend the description as needed to reflect the purchase details
8. Attach the vendor quote and/or a detailed order summary if applicable
9. Submit for approval

P.O. FOR ONGOING RENTAL

If the price is estimated for ongoing services (ie. monthly rental) then you may enter a PO for the full amount of the estimate, as per the instructions above, and place partial receipts as you receive billing from the vendor. In such purchase orders insert the following language in the special instructions box of the PO:

“This Purchase Order represents the total estimated expenditure for this engagement (*insert brief description*), against which (*identify department*) will execute partial receipts in COMMBUYS upon receipt and approval of invoices, in order to record the equipment supplied according to the agreed upon engagement terms. All estimated expenditures are subject to reconciliation based on invoices rendered for agreed-upon delivery of goods and/or services.”

Further direction is available in the [How to Complete a Partial Receipt](#) Job Aid.

Setting Up a COMMBUYS Account

COMMBUYS is the Commonwealth’s electronic Market Center supporting online commerce between government purchasers and businesses. If you do not have one already, contact the COMMBUYS Help Desk to set up a COMMBUYS buyer account for your organization: (888)-627-8283 or COMMBUYS@state.ma.us.

When contacting a vendor on statewide contract, always reference **FAC97** to receive contract pricing.

Quick Search in COMMBUYS

Log into COMMBUYS and use the Search box on the COMMBUYS header bar to locate items described on the MBPO or within the vendor catalog line items. Select Contract/Blanket or Catalog from the drop-down menu.



FAC97 Contract User Guide

Cooperative Contract Information

Herc Rentals – U.S. Communities

The FAC97 contract with Herc Rentals (formerly Hertz Equipment Rentals) has been adopted through the U.S. Communities cooperative contract which was led by North Carolina State University. To find additional information about this contract or to review original contract documents such as the RFP please visit the U.S. Communities contract webpage at: <http://www.uscommunities.org/suppliers/herc-rentals/>.

United Rentals – Sourcewell (*formerly NJPA*)

The FAC97 contract with United Rentals has been adopted through the Sourcewell cooperative contract. To find additional information about this contract or to review original contract documents such as the RFP please visit the NJPA contract webpage at: <https://www.sourcewell-mn.gov/cooperative-purchasing/091615-uri>.

Strategic Sourcing Team Members

Dana Cerrito Operational Services Division

Steve Lyons Operational Services Division



FAC97 Contract User Guide

Vendor Information

Herc Rentals

Customer Contact:	Matthew Oliver	Jack Schoener
Email:	matthew.oliver@hercrentals.com	john.schoener@hercrentals.com
Phone:	617-276-6495	857-492-2068
After Hours Phone:	617-442-4210	
COMMBUYS MBPO*:	MBPO 16-1080-OSD03-SRC3-0000005904	
Prompt Pay Discounts:	1% in 10 days	

United Rentals

Customer Contact:	Daniel Cunningham	Sonia Gregory
Email:	dcunning@ur.com	sgregory@ur.com
Phone:	877-874-4468	480-225-3604
COMMBUYS MBPO*:	MBPO-17-1080-OSD03-SRC3-10049	
Prompt Pay Discounts:	1% in 10 days	

**Note that COMMBUYS is the official system of record for vendor contact information.*

Prompt Pay Discount (PPD)

A PPD is a discount given to the buyer if payment is made within a certain time period. All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed by vendor and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured from the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.