



Term Contract

Vendor No. 100232680
 Contact Brandon Ulry
 Your reference SP-19-0106

HERC RENTALS INC
 27500 RIVERVIEW CENTER BLVD
 BONITA SPRINGS FL 34134

Contract No. 4600044464
 Date 05/08/2019

Contact Timothy F Hicks
 Telephone 501-682-4112
 Fax 501-324-9311

Our ref. ST
 Incoterms FOB
 DESTINATION

Send Invoice To:

As noted on individual purchase order.

Ship To:

Valid from: 05/15/2019
Valid to: 05/12/2022

Target value 300,000.00 USD

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT TO BE USED IN CONJUNCTION WITH OMNIA PARTNERS, dba US COMMUNITIES CONTRACT #201900318 HERC RENTALS INC. THIS DOES NOT REPRESENT YOUR AUTHORITY TO SHIP. THE ORDERING AGENCY WILL ISSUE A PURCHASE ORDER TO AUTHORIZE SHIPMENT.

CONTRACT PERIOD: The term of this contract shall be from May 15, 2019 through May 12, 2022 with the option to renew for two (2) additional two (2) year periods or portions thereof.

DELIVERY REQUIREMENTS: PRICES ARE F.O.B. DESTINATION.

INVOICE and FOB DELIVERY LOCATION:
 AS SPECIFIED ON AGENCY PURCHASE ORDER

Scope: This is an OMNIA Partners, dba, US Communities cooperative Term Contract issued by the City of Charlotte, North Carolina with the State of Arkansas as an authorized participant in renting equipment from HERC Rentals Inc. through the OMNIA Partners, dba, US Communities Multi-state agreement.

The quantities listed are estimates and are not a guarantee to purchase. The State may order more or less as is required during the term of the contract.

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0001	10107369 RENTAL,EQUIPMENT	300,000	each	1.00	\$ 300,000.00

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Purchasing Official/Fiscal Officer

Date



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Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Row 1: Estimated Net Value, 300,000.00

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

- 1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation.
7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency.
8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term.
9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract.
10. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement.

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prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14. **INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15. **STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16. **ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19. **QUANTITIES:** The state may order more or less than the estimated quantity in the invitation for bid.

20. **DISCLOSURE:** Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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