EQUIPMENT RENTAL SERVICES – STANDARD & EMERGENCY

Led by the **State of Kentucky**

Master Agreement #:	**MA-758-2600000429**
Participating Addendum #:	**PADD20279956**
Contractor:	**Sunbelt Rentals, Inc.**
Participating Entity:	**STATE OF IDAHO**

This Participating Addendum ("PA") is entered into by Contractor and Participating Entity (collectively, the "Parties").

1. Scope:

   This PA includes the following scope of the products and services available through the Master Agreement referenced above.

   Emergency Rental Needs: In the event the Contractor does not have a rental store within sixty (60) miles of the Purchasing Entity's location at the time of an emergency need, the Purchasing Entity reserves the right to rent the equipment from a different vendor. Emergency Need is defined as an event that requires attention within a 24-hour period or sooner.

Any scope exclusions specified herein apply only to this PA and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This PA covers participation of Participating Entity in the above-referenced Master Agreement between the State of Kentucky and Contractor for Equipment Rental Services – Standard & Emergency. This PA may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state.

   2.1. This PADD is an Open Contract pursuant to I.C. 67-9216 and IDAPA 38.05.01.042.06. All agencies seeking to procure this type of property are required to do so through the Open Contract(s).

3. Term:

   This PA shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the PA is terminated sooner in accordance with the terms set forth herein.

4. Value: The estimated value of this PA is $500,000.00 per year. The dollar amount listed is an estimate and cannot be guaranteed. The actual dollar amount of the PA may be more or less depending on the orders placed by each Purchasing Entity.

5. Primary Contacts: The following (or their named successors) are the primary contact individuals for this PA:

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Led by the **State of Kentucky**

CONTRACTOR:

Name:	Terry Glass
Address:	
Telephone:	(360) 507-6947
Email:	terry.glass@sunbeltrentals.com

PARTICIPATING ENTITY:

Name:	Division of Purchasing, Contract Administration
Address:	650 West State Street, Boise, ID 83720
Telephone:	(208) 327-7465
Email:	ContractAdmin@adm.idaho.gov

6. Participating Entity Modifications and Additions to the Master Agreement: This PA incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

   6.1 Governing Law: This PA shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of this PA will remain in full force and effect.

   6.2 Amendments: Amendments to the Master Agreement, including but not limited to extensions, renewals, and modifications to the terms, conditions, and pricing, will automatically be incorporated in this PA unless the Participating Entity elects not to incorporate an amendment by providing written notification to the Contractor, which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section will result in the Master Agreement amendment automatically being incorporated in this PA.

   6.3 Termination:

   6.3.1 Termination of Participating Addendum for Convenience. Each party may terminate this PA for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days' written notice to the other party.

   6.3.2 Cancellation of Order for Convenience. A Purchasing Entity may cancel its Order for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days' written notice to the Contractor specifying the date of cancellation.

This authority shall apply to all new Orders as well as any Orders incorporated pursuant to Section 9 of this PA. Product returns are subject to Contractor approval and Contractor will be compensated for products or services rendered prior to termination effective date of the PA.

6.4 Taxes: The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.

6.5 Certification Concerning Boycott of Israel: On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. The Contractor certifies as follows:

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

6.6 Disclosure of Abortion Related Matters: The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the “Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

6.7 Certification Concerning Government of China: Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

6.8 Certification Concerning Boycott of Various Industries: Pursuant to Idaho Code section 67-2347A (Effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement, engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

6.9 Idaho Administrative Fee and Quarterly Usage Report: This PA is subject to an Administrative Fee of one and one-quarter percent (1.25%), based on orders placed against the PA, as follows:

The prices to be paid by the Purchasing Entity must be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor must remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly PA sales.

Contractor must furnish detailed usage reports as designated by the Participating Entity. The Contractor must also submit a summary quarterly report of purchases made from the PA to purchasing@adm.idaho.gov, utilizing the PADD Summary Usage Report Form available for download at https://purchasing.idaho.gov/vendor-resources/.

For example: if the total of Contractor's net sales to the Purchasing Entity for one quarter = $10,000, Contractor would remit $10,000 x 0.0125 = $125 to the Division of Purchasing for what that quarter, along with the required quarterly usage report.

Reporting Timeline (Fiscal Year Quarters):		Fee and Report Due:
1st Quarter:	July 1 – September 30	October 31st
2nd Quarter:	October 1 – December 31	January 31st
3rd Quarter:	January 1 – March 31	April 30th
4th Quarter:	April 1 – June 30	July 31st

Refund of Administrative Fee: In the event that this PA is cancelled by the Participating Entity through no fault of the Contractor, or if item(s) are returned by the Purchasing Entity through no fault, act, or omission of the Contractor after the sale of any such item(s) to the Purchasing Entity, the Participating Entity will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or returned when an item is rejected or returned, or declined, or the PA cancelled by the State due to the Contractor's failure to perform or comply with specifications or requirements of this PA or Master Agreement. If, for any other reason, the Contractor is obligated to refund to the Participating Entity all or a portion of the Participating Entity's payment to the Contractor, or the Participating Entity withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

Failure to Remit Administrative Fee: If a Contractor fails to remit the Administrative Fee, as provided above, the Participating Entity, at its discretion, may declare the Contractor in default; cancel the Contract; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or federal audits, monitoring or inspections; and/or exclude Contractor from participating in future participating addenda.

6.10 Acceptance: Where an acceptance procedure is not set forth in the specifications the following shall apply. If no procedure is set forth in the specifications, the State may, in its sole discretion, conduct such testing and inspection as the State deems necessary.

6.10.1 No Installation of Property. When the Contract does not require installation, Acceptance shall occur fourteen (14) calendar days after delivery, unless the State has notified the Contractor in writing that the Property does not meet the specifications.

6.10.2 Installed Property. When the Contract requires installation, acceptance shall occur fourteen (14) calendar days after completion of installation, unless the State has notified the Contractor in writing that the products(s) delivered does not meet the specifications or that the Property is not installed correctly.

6.10.3 Revocation of Acceptance. The State may revoke acceptance as provided by Idaho Code section 28-2-608 and as provided in Paragraph 2.3 of this Article 2. Upon revocation, the State shall deliver written notice of revocation to Contractor specifying the defect or nonconformance, whether the Contractor is permitted to cure the defect or nonconformance and the time period for cure, if permitted.

6.10.4 Effect of Rejection or Revocation of Acceptance. If the State rejects the Property or revokes acceptance of the Property, Contractor shall refund all payments the State made to the Contractor for the Property and shall, at no cost to the State, remove the Property in the State's possession as provided in the notice of rejection or revocation. If no date of removal is specified, Contractor shall remove the Property within fourteen (14) calendar days of the notice.

6.11 Assignment: Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the State. All rights of action, however, for any breach of the PA are reserved to the State. (I.C. § 67-9230).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty (30) days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default.

6.12 Public Records and Trade Secret: A) Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as "exempt," if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.

B) Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate specific information within the document as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

6.13 Terms and Conditions in the Master Agreement that Do Not Apply to this PA: Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PA:

Waive the sovereign immunity of the state of Idaho;

Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states.

Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law.

Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; or,

Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.

Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code).

Hold employees or officers of the state of Idaho and of political subdivisions of the state of Idaho personally liable.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

7. **Reserved**.

8. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific

webpage, may provide sales and service support to users of this PA. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

9. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this PA shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

10. Insurance: Prior to starting work under the contract (or as otherwise designated by the Purchasing Activity), the Contractor must provide certificates of insurance required herein within five (5) business days after contract award and must maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the requisite time period may be cause for cancellation of the contract.

    Contractor shall carry liability and property damage insurance that must protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

    Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, Contractor must keep in force all required insurance until the Contract is terminated.

    10.1 Commercial General Liability and/or Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract.

        10.1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

    10.2 Commercial Automobile Liability and/or Commercial Umbrella Liability Insurance. Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

10.2.1 Contractor may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid or proposal if the bidder or offeror will not use any owned, hired or non-owned vehicles to conduct business under the contract, if it is awarded the contract, and the State of Idaho will consider the request.

10.3 Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than $1,000,000 each accident for bodily insurance by accident, $1,000,000 disease policy limit, and $1,000,000 disease, each employee.

10.3.1 Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

10.4 State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho and its agencies, divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

10.4.1 The Contractor shall provide proof of the State of Idaho and its divisions, officers and employees being additional insured by providing certification of insurance (COI) to the liability insurance policies showing the State of Idaho and its agencies, divisions, officers and employees as additional insured. The COI must show the policy number, the policy effective dates, and list the additional insured and certificate holder as State of Idaho.

10.4.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, its agencies, divisions, officers and employees being additional insured by providing copies of the COI that clearly identify the blanket endorsement.

10.5 Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.

10.6 Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance

included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability

10.7 Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.

10.8 Tail Coverage: For claims made policies, the Retroactive Date shall be shown and shall be before the date of the contract or the beginning of contract work; insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the contractor must purchase "extended reporting"(tail) coverage for a minimum of three (3) years after completion of contract work.

11. Limitations of Contractor's Liability: In consideration of the rental of the equipment and services provided, the State agrees that Contractor's liability under this contract, including any liability arising from Contractor's or any third party's comparative, concurrent, contributory, passive or active negligence or that arises as a result of any strict or absolute liability, shall not exceed two million dollars ($2,000,000).

12. Signatures: The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

EQUIPMENT RENTAL SERVICES – STANDARD & EMERGENCY
Led by the **State of Kentucky**

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY	**CONTRACTOR**
Signature: Jared Watts	Signature: Mindi Callahan Digitally signed by: Mindi Callahan DN: CN = Mindi Callahan email = contractteam@sunbeltrentals.com C = US O = Sunbelt Rentals, Inc. Date: 2026.09.04 12:08:40 -04'00'
Name: Jared Watts	Name: Mindi Callahan
Title: Contract Administrator	Title: Contract Manager
Date: 09/04/2026	Date: 9.4.2026

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.