Participating Addendum
for
Equipment Rental Services – Standard & Emergency
between
State of Rhode Island
and
Sunbelt Rentals, Inc.

This Participating Addendum is entered into by the State of Rhode Island ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number MA 758 2600000429, executed by Contractor and the State of Kentucky ("Lead State") for Equipment Rental Services – Standard & Emergency ("Master Agreement"):

Sunbelt Rentals, Inc. ("Contractor")
1799 Innovation Point
Fort Mill, SC, 29715

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Ryan McNeal
Ryan.mcneal@sunbeltrentals.com
Tel:

Participating Entity's contact for this Participating Addendum is:

Michael S Stephens
Chief Procurement Specialist
Michael.stephens@purchasing.ri.gov
401-574-8152

II. TERM. This Participating Addendum is effective as of the date of the last signature below or December 12, 2025, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing

c. **Contractor Partners**. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors,

resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VI. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. **PARTICIPATING ENTITY ADMINISTRATIVE FEE:** In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (0.33%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system. The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. All MPA contracts shall be assessed the 0.33% contract administrative fee.

VIII. **GENERAL CONDITIONS AND INSURANCE**: In accordance with this solicitation, or as outlined in Section 13.19 of the General Conditions of Purchase, found at https://rules.sos.ri.gov/regulations/part/220-30-00-13 and General Conditions - Addendum A found at https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf , the following insurance coverage shall be required of the awarded vendor(s):
General Requirements:

a) Liability - combined single limit of $1,000,000 per occurrence, $1,000,000 general aggregate and $1,000,000 products/completed operations aggregate.
b) Workers' compensation - $100,000 each accident, $100,000 disease or policy limit and $100,000 each employee.

Annual insurance renewal certificates for workers' compensation, public liability, property damage, automobile, professional liability (a/k/a errors & omissions), builder's risk, school bus auto liability, environmental impairment (a/k/a pollution control), vessel operation (marine or aircraft) protection & indemnity, etc., must be submitted to the specific agency identified in the "ship to" section of the purchase order. Certificates are annually due prior to the beginning of any contract period beyond the initial twelve (12) month period of a contract. Failure to provide annual insurance certification may be grounds for cancellation.

In consideration of the rental of the equipment and services provided, Customer agrees that Sunbelt's liability under this contract, including any liability arising from Sunbelt'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 one million dollars ($1,000,000).

IX. **FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When

applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

X. ATTACHMENTS. This Participating Addendum includes the following attachments:

- **a.** Cost Proposal Workbook Sunbelt Rentals, Inc.
- **b.** 1619109162 Sunbelt Rentals Locations
- **c.** Rhode Island MPA-406 MPA Clauses Sheet

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Ryan McNeal
contractteam@sunbeltrentals.com
Tel: 866-786-2358

For Participating Entity:

Michael S Stephens
Chief Procurement Specialist
Michael.stephens@purchasing.ri.gov
401-574-8152

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represent 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.

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

CONTRACTOR:	**PARTICIPATING ENTITY:**
Digitally signed by: Janet Carlson DN: CN = Janet Carlson email = contractteam@sunbeltrentals.com C = US O = Sunbelt Rentals, Inc. Date: 2026.03.16 14:03:30 -04'00'	Digitally signed by Jay Hauser Date: 2026.03.19 12:54:51 -04'00'
Signature	**Signature**
Janet Carlson	**Jay Hauser**
Printed Name	**Printed Name**
Contract Manager	**Director, State Purchasing Agent**
Title	**Title**
3/16/2026	**03/19/2026**
Date	**Date**