



**Specifications for SWC #201
Equipment Rental**

A. Scope of Work

The purpose of this Statewide Contract (“SWC”) is to provide equipment rental services for State of Tennessee (“State”). Equipment rental services includes broad categories of equipment and specific equipment within each category. There are nine (9) categories of equipment included for rental. The Contractor(s) shall provide all goods or services required by this Contract to all Tennessee State Agencies and shall also make this Contract available to all Authorized Users, as defined in the Terms and Conditions. Contractor(s) agrees to extend this Contract to Authorized Users.

B. Definitions

Agency	State of Tennessee board, commission, committee, department, office, or any other unit of State government except for those governmental entities identified in Tenn. Code Ann. § 12-3-102(a).
Central Procurement Office or CPO	The State of Tennessee Central Procurement Office (CPO).
DGS	Department of General Services
Downtime	Calculated from the time a service call is placed to the Contractor until the time the technician completely repairs the equipment.
Normal State Operating Hours	Monday through Friday 8:00 AM – 4:30 PM, excluding legal State holidays. A listing of State holidays can be found at https://www.tn.gov/about-tn/state-holidays.html
Normal Wear and Tear	Deterioration that occurs over time with the use of the equipment even though the equipment receives reasonable care and maintenance. Such deterioration could be caused by exposure, time, or ordinary and reasonable use of the equipment.

C. Rental Specifications

- a. Unless otherwise stated, weekly rental rates are based on one (1) week of usage based on an eight (8) hour day and a forty (40) hour week. Monthly rental rates are based on one (1) month of usage based on an eight (8) hour day and a forty (40) hour week. One month is equal to four (4) weeks or one hundred sixty (160) hours of usage. If the Authorized User uses the equipment for more than 160 hours during the monthly rental term, Contractor will prorate the Authorized User’s additional use.

Contractor will receive a minimum of five (5) calendar days' notice to deliver equipment to the Authorized User's specified location after a purchase order or request is made. The specified equipment must be delivered within those five (5) days unless a different delivery time is mutually agreed to by the Authorized User and Contractor. If there is any delay in the agreed upon delivery time, the Contractor must notify the Authorized User immediately. If an alternative delivery schedule cannot be agreed upon, Authorized Users may take appropriate actions. If the specified equipment is unavailable for delivery within those five (5) days, then the Contractor shall provide an equivalent or larger unit at the same price. If Contractor initially delivers a larger piece of equipment than requested and then swaps it with the size originally requested, the Authorized User shall not incur any additional costs.

- b. Contractor is responsible for full delivery and pick-up, including but not limited to, acquiring required permits. The State will measure delivery and pick-up costs as combined into one lump sum per piece of equipment per Category per Region or per piece of equipment per Line per Region where applicable. Payment at the lump sum price bid shall be full compensation for all materials, fuel, labor, equipment, and incidentals to and from the site.
- c. Contractor shall not charge any additional fees such as an environmental fee.
- d. Contractor shall deliver the equipment in good working condition. Any equipment not delivered in good working condition shall be repaired or replaced in accordance with section e below.
- e. If an equipment breakdown occurs during the rental term, the Contractor is responsible for equipment repairs, cost, and rental rate adjustment for the Downtime. If equipment Downtime exceeds twenty-four (24) hours, the Contractor is responsible for providing operational equipment ("Replacement") of equal or greater value at no additional expense to the State. Contractor shall replace equipment within forty-eight (48) hours. Contractor shall incur all transportation costs associated with providing the Replacement. The Contractor shall not charge the Authorized User for the Downtime.
- f. If an equipment breakdown occurs during the rental term, the Contractor will confirm with the Authorized User if they want to extend the rental by the same number of days the equipment is broken down at no additional cost or to prorate the cost of the rental to exclude the Downtime. It is the Contractor's responsibility to coordinate the removal of the equipment with the Authorized User at a mutually agreeable time for equipment breakdowns that exceed Downtime of twenty-four (24) hours.
- g. Contractor shall not bill the Authorized User for costs of Normal Wear and Tear to rented property as determined by the discretion of the Authorized User. Any claims for damages, repairs, or replacements needed due to the State's negligence will be filed against the State's Insurance as referenced in Section 8.20. of the Terms and Conditions and provisions C.e. and C.f. above will not apply. The State shall have no obligation to provide insurance on rented equipment or property until it takes physical possession. Upon request, the State will provide the Contractor with a copy of the State of Tennessee Certificate of Self-Insurance Certificate
- h. Any Authorized User seeking to extend the rental term must notify the Contractor via email or purchase order at least a minimum of seven (7) calendar days prior to the initial end date of the rental term.

- i. Authorized User shall notify the Contractor, in writing or by phone, when the equipment is ready for pick up. It is the Contractor's responsibility to coordinate the removal or pick up of the equipment with the Authorized User at a mutually agreeable time. If Contractor is notified and mutually agrees to pick up equipment and pick up is delayed by the Contractor, the Authorized User shall not incur any additional costs.
- j. The Contractor shall have a two (2) hour maximum response time to respond to an Authorized User's call or email during Normal State Operating Hours, unless otherwise specified by the Authorized User. Response time is satisfied when the Contractor responds to the Authorized User either by email or telephone. Authorized Users may request specified means of contact. For equipment requests outside of the Normal State Operating Hours, the Contractor shall have an eight (8) hour maximum response time.
- k. Contractor must be a manufacturer's authorized dealer or full-service rental company and must have parts and service facilities within its awarded region(s). Contractor must have available parts, services, specialized tools, and service vehicle. Contractor must supply documentation with bid that substantiates they are capable of providing parts and service within its awarded region(s).
- l. The Contractor shall be responsible for all routine maintenance unless Contractor and Authorized User mutually agree in writing to allow Authorized User to perform routine maintenance. Manufacturer's standard warranty is the responsibility of the Contractor. Routine maintenance must be provided at no additional cost including parts and labor. Maintenance to be provided per manufacturer's suggested maintenance schedule. The Authorized User must provide the appropriate usage data for equipment (i.e., number of hours, remaining battery life) to Contractor on a monthly basis for scheduling of routine maintenance.
- m. All equipment shall be delivered full of fuel and will be returned full of fuel. If the Authorized User fails to fill the fuel tank up to the same level that was present at delivery, the Contractor may charge their standard fuel charge plus the average retail cost of fuel for the Midwest region according to the United States Energy Information Administration (<https://www.eia.gov/petroleum>).
- n. A toll-free telephone number and an email address shall be provided to the CPO, and must be continuously answered/monitored seven (7) days a week and twenty-four (24) hours a day. The Contractor must answer/monitor this phone/email address to answer and provide equipment for declared states of emergency. Authorized User must identify emergency equipment requests as such. Expedited deliveries may incur a separate delivery fee. This Expedited delivery fee would replace any other delivery fee and may only be applied if the Authorized User identifies the request as an emergency and the equipment is delivered within forty-eight (48) hours.
- o. The Contractor shall designate a contract manager for the contract. The contract manager will be a single point of contact for the CPO and be responsible for addressing broad contract issues and requests brought to them by the CPO. The contract manager should have the authority and competence to address and correct any issues related to the contract. The

Contractor shall notify the CPO in writing within three (3) business days of assigning a new contract manager. Authorized Users must be able to reach out to each contact with questions including, but not limited to the following: billing, invoices, and services. The Contractor shall also designate an emergency contract manager for the contract in cases when an emergency job arises.

D. Equipment Specifications

- a. All rental property, unless otherwise specified, must be less than six (6) years old (from date of original manufacture) and have less than three thousand (3,000) hours of use to provide optimum performance, unless fewer hours of use specified for equipment detailed below. Refurbished equipment is not acceptable.
- b. Mowers – Regions 1, 2, and 4
 - I. Rental Term – Weekly, Monthly, or One (1) year (2,080 hours)
 - II. Commercial Cab Boom Mower
 - i. 50” inch cutting head
 - ii. 22 FT. Boom
 - iii. 150 HP Engine
 - iv. Acceptable brands/models: Mowermaxx Model MM100 or equal.
 - III. Mower Catalog – Contractor may offer a catalog of additional accessories, equipment, and rental lengths in the Mower Category. The Contractor shall apply a percent off discount for items within the catalog.
- c. Earth Moving Equipment – Track Mounted Excavators & Backhoes – 1.09 YD
 - i. Rental Term – Weekly, Monthly, or One (1) year (2,080 hours)
 - ii. Excavator 1.09 YD (yard) minimum with bucket
 1. Minimum 46,000 lbs.
 2. 145 HP
 3. Must be compatible with hammer and plumbed with auxiliary hydraulics
 - I. Grapples
 - i. Rental Term – Weekly, Monthly, or One (1) year (2,080 hours)
 - ii. Mechanical Thumb, Compatible with 145 HP Excavator
 - II. Hammers
 - i. Rental Term – Weekly, Monthly, or One (1) year (2,080 hours)
 - ii. Compatible with 145 HP Excavator, automatic greaser
 - iii. Track Mounted Excavators and Backhoe Catalog – Contractor(s) may offer a catalog of additional accessories, equipment, and rental lengths in the Earth Moving Equipment – Track Mounted Excavator and Backhoe Category such as a steel excavator. The Contractor(s) shall apply a percent off discount for items within the catalog.
- d. Earth Moving Equipment – Track Mounted Excavators & Backhoes – 2.3 YD
 - i. Rental Term – Weekly, Monthly, or One (1) year (2,080 hours)
 - ii. Excavator 2.3 YD minimum
 1. 78,000 lbs.
 2. 245 HP
 3. SAE Controls with bucket
 4. Must be compatible with hammer and plumbed with auxiliary hydraulics
 - I. Grapples
 - i. Rental Term – Weekly, Monthly, or One (1) year (2,080 hours)

- ii. Mechanical Thumb, Compatible with 245 HP Excavator
- II. Hammers
 - i. Rental Term – Weekly, Monthly, or One (1) year (2,080 hours)
 - ii. Compatible with 245 HP Excavator, automatic greaser
 - ii. Track Mounted Excavators and Backhoe Catalog – Contractor(s) may offer a catalog of additional accessories, equipment, and rental lengths in the Earth Moving Equipment – Track Mounted Excavator and Backhoe Category such as a steel excavator. The Contractor(s) shall apply a percent off discount for items within the catalog.
- e. Earth Moving Equipment – Truck Mounted Excavators
 - I. Rental Terms – Weekly, Monthly, or One (1) year (2,080 hours)
 - II. Highway Speed Hydraulic Excavator
 - i. Automatic transmission
 - ii. Auxiliary hydraulics
 - iii. A/C in upper and lower cabs
 - iv. 32,000 lbs. with ditching bucket and fixed thumb grapple
 - v. Acceptable brands/models: Gradall D152 or equal
 - III. Highway Speed Hydraulic Excavator with automatic transmission
 - i. Auxiliary hydraulics
 - ii. A/C in upper and lower cabs
 - iii. 49,000 lbs. with ditching bucket and fixed thumb grapple
 - iv. Acceptable brands/models: Gradall XL 4100 or equal
 - IV. Truck Mounted Excavators Catalog – Contractor may offer a catalog of additional accessories, equipment, and rental lengths in the Earth Moving Equipment – Truck Mounted Excavator Category. The Contractor shall apply a percent off discount for items within the catalog.
- f. Paving Equipment
 - I. Rental Term – Weekly, monthly, or One (1) year (2,080 hours)
 - II. Asphalt Paver
 - i. Minimum 12,000 lbs.
 - ii. Minimum 50 HP
 - iii. Paving Width 5' FT to 9' FT
 - iv. 5 Ton Hopper
 - v. Track Driven
 - III. Pavers Catalog – Contractor may offer a catalog of additional accessories, equipment, and rental lengths in the Pavers Category. The Contractor shall apply a percent off discount for items within the catalog.
- g. Pothole Patcher
 - I. Rental Term – Weekly, Monthly, or One (1) year (2,080 hours)
 - II. Trailer mounted with 250 GA (gallon) emulsion tank
 - III. Acceptable brands/models: Cimline Durapatcher or equal
- h. Culvert Cleaners
 - I. Rental Term – Weekly, Monthly, or One (1) year (2,080 hours)
 - II. Trailer Mounted
 - i. 700 GA water tank
 - ii. 65 HP diesel engine
 - iii. 40 GPM at 2,000 PSI (pounds per square inch) water pump

- iv. Pivoting hose reel with 500' FT of 1/4" hose
- v. 15 degree and 35-degree radial nozzles
- vi. KEG torpedo and Royal nozzles
- vii. 2 tiger tails
- viii. 25" fill hose and hydrant wrench
- III. Mechanical Culvert Cleaner
 - i. Trackhoe and 12" auger system
 - ii. Capable of cleaning 12" to 8' diameter round or boxed pipe up to 140' long
- i. Barricades & Fencing
 - I. Rental Term – Weekly or Monthly
 - II. Water-Filled Barricades
 - i. Length: 72"
 - ii. Width: 18"
 - iii. Height: 32"
 - iv. Capacity Weight: 1100 lbs.
 - v. Impact Capacity: 4400 lbs. at 31 mph
 - vi. Forklift and pallet jack slots
 - vii. Hinge design
 - viii. Includes steel connection and keeper pin to lock sections together
 - ix. Molded from low density polyethylene
 - x. Acceptable brand/model: TrafFix 45032-0 or equal
 - III. A- Frame Fencing
 - i. A-Frame Leg Dimensions:
 - 1. Thickness: 1.8"
 - 2. Width: 31"
 - 3. Height: 42"
 - 4. Weight: 6.5 lbs.
 - ii. Includes barricade legs and barriers
 - iii. Material: UV stabilized polymer with a cold weather protection package
 - IV. Lightweight Steel Barricades
 - i. Height: 44"
 - ii. Length: 8'6"
 - iii. Width: 26"
 - iv. Weight: 24 lbs.
 - v. Flat or bridge feet
 - vi. Material: Galvanized Steel
 - vii. Interlocking design
 - V. Barricades & Fencing Catalog – Contractor may offer a catalog of additional accessories, equipment, and rental lengths in the Barricades & Fencing Category. The Contractor shall apply a percent off discount for items within the catalog. The Contractor shall offer various sizes of the equipment in the catalog.
- j. Storage Containers
 - I. Rental Term – Weekly, Monthly, or One (1) year (2,080 hours)
 - II. Acceptable materials: Steel, Aluminum, or equal

- III. Watertight
- IV. Locking Door(s)
- V. Large Container
 - i. Length: 40'-45'
 - ii. Height: 8'-10'
 - iii. Width: 8'-10'
- VI. Medium Container
 - i. Length: 16'-22'
 - ii. Height: 8'-10'
 - iii. Width: 8'-10'
- VII. Small Container
 - i. Length: 8'-10'
 - ii. Height: 8'-10'
 - iii. Width: 8'-10'
- VIII. Storage Container Catalog – Contractor may offer a catalog of additional accessories, equipment, and rental lengths in the Storage Container Category. The Contractor shall apply a percent off discount for items within the catalog.