



CONTRACT RENEWAL LETTER

Date: July 24, 2023
Contract #: UCPJMU5326
Service: Special Event Equipment Rental
Renewal Period: 11/15/2023 to 11/14/2024
Renewal #: 5 of 6 One-Yr
Issued By: James Madison University
Garrett Morris, Procurement Team Manager
Ph: 540-568-4501
Fx: 540-568-7935

Contractor: Central Virginia Rental (CVR)
Attn: Daniel Showalter
2482 Jefferson Highway
Waynesboro, VA 22980
Ph: (540) 943-8173

Contract Administrator: Julie Bubb Dove, Facilities Management

Description of Renewal Notice:

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The contract pricing will remain the same and is attached to this renewal.

All invoices shall be submitted within sixty days of contract renewal term expiration as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

Return one executed renewal notice to my attention within ten days.

Central Virginia Rental (CVR)
By: Daniel Showalter
Daniel Showalter
Name (print)

President
7-25-23
Date Signed

James Madison University
By: Garrett Morris
Garrett Morris, CUPO, CPPB
Name (print)

Procurement Team Manager
7/24/23
Date Signed

**Contract #:** UCPJMU5326

**Contractor:** Central Virginia Rental (CVR)

**Renewal Period:** 11/15/2023 - 11/14/2024

**Commodity:** Special Event Equipment Rental

**Pricing Schedule**

1. Contractor Pricing Schedule:

- a. Contractor shall provide the purchasing agency with 10% off of the retail list price found at <https://www.cvrrental.com/index.asp>
- b. Tent and stage rental pricing to include accessories and skirting shall be inclusive of labor for set-up and take-down.
- c. \$50/hour per person for additional labor costs as requested by the Purchasing Agency with a one (1) hour minimum charge and quarterly increments thereafter at \$12.50. This service shall include the set up and take down of chairs and tables. The Purchasing Agency will provide the following:
  - i. Instructions and or diagram of the area in which the tables and chairs will be setup.
  - ii. Should the Purchasing Agency not request the setup and takedown of tables and chairs, inventory will be stacked at a mutually agreed upon pickup/delivery location.
- d. Replacement cost for damaged or lost items shall be determined at a fair market value depending upon condition and age of the item. The replacement charge shall not exceed the Contractor's current cost *plus* freight. Contractor shall provide documentation of item cost to the Purchasing Agency's request.
- e. Contractor shall not require the Purchasing Agency to place a deposit on rental items.
- f. The Contractor shall only apply a cancellation charge to tent reservations if cancellation notice is provided by the Purchasing Agency 24 hours or less prior to delivery. This cancellation charge shall be 50% percent of the total tent rental fee. Any cancellations outside of twenty-four (24) hours shall not incur a cancellation fee.
- g. The performance of all scheduled equipment rentals shall be subject to government regulations, civil disorders, disasters, inclement weather, or any events making it illegal or impossible to hold the event for which the rental is for. It is provided that the equipment rental may be terminated without liability including cancellation fees for any one or more of such reasons by prompt written notice from one party to the other. Each affected Party further agrees to use its best efforts to correct the Force Majeure Event as quickly as practicable and to give the other Party prompt written notice when it is again fully able to perform such obligations.

- h. Delivery charges shall include the delivery *and* pick up of rented items. Delivery charges are as follows:

<u>School</u>	<u>Delivery/Pick-Up</u>
James Madison University	\$250.00 Fee, \$50.00 Fuel Surcharge
University of Virginia	\$250.00 Fee, \$50.00 Fuel Surcharge
George Mason University	\$1,152.00 Fee, \$230.00 Fuel Surcharge
University of Mary Washington	\$768.00 Fee, \$154.00 Fuel Surcharge
College of William & Mary	\$1,216.00 Fee, \$243.00 Fuel Surcharge
Old Dominion University	\$1,536.00 Fee, \$307.00 Fuel Surcharge
Virginia Commonwealth University	\$800.00 Fee, \$160.00 Fuel Surcharge
Longwood University	\$728.00 Fee, \$146.00 Fuel Surcharge
Virginia Military University	\$304.00 Fee, \$60.00 Fuel Surcharge
Virginia Tech	\$952.00 Fee, \$190.00 Fuel Surcharge
Radford	\$976.00 Fee, \$195.00 Fuel Surcharge

- i. All deliveries and pick-ups by Contractor are based upon curbside delivery. Additional costs may apply for inventory that must be transported beyond curbside. JMU will receive ten percent (10%) off current standard delivery and pick-up rates. Current standard pricing may change, in the event of a pricing change, JMU would receive a ten percent (10%) discount off the adjusted pricing. The current standard pricing is two-dollars (\$2) per mile per truck with a one hundred-dollar (\$100) minimum. JMU would receive a ten percent (10%) discount, as such JMU would pay one hundred twenty-five dollars (\$125) per vehicle for items delivered on-campus in Harrisonburg, VA. VASCUPP members deliveries would be billed from 2482 Jefferson Highway, Waynesboro, VA 22980.
- ii. In addition, when fuel costs exceed three dollars (\$3) per gallon for gasoline and four dollars (\$4) per gallon for diesel; an additional Fuel Surcharge is applied to all delivery and pick-up charges. This fuel charge is based upon a percentage of the existing delivery and pick-up charge. For Equipment deliver and pick-up, the percentage is fifteen percent (15%). For Special Event delivery and pick-up, the percentage is twenty percent (20%).
2. The Purchasing Agency will issue a purchase order for each order based upon a quote provided by the Contractor. No additional agreements, order forms, or signatures will be required.

3. The Contractor has disclosed all potential fees. Additional charges will not be accepted.
4. Payments shall be made in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment.
5. For all James Madison University orders Contractor shall:
  - a. Notify Julie Bubb Dove, JMU Facilities Management Administration, 540-568-4103, [bubbja@jmu.edu](mailto:bubbja@jmu.edu) upon receiving **ANY** James Madison University rental order for a temporary structure, in order for James Madison University to obtain proper permits and to mark underground utilities.
  - b. Provide timely notification that a temporary structure is scheduled to be installed. James Madison University will mark underground utilities in the installation area. Contractor shall be responsible for ensuring that underground utilities are not compromised during the installation of a temporary structure on-campus.
6. Contractor shall provide, to the satisfaction of Purchasing Agency, an ample amount of trained personnel, delivery vehicles, and support to provide well maintained rental items that are delivered and picked up within the specified timeframe to complete an order placed by the Purchasing Agency.
7. The Contractor shall provide uniforms for all personnel assigned to work at the University. Uniforms will contain the Contractor's name. Uniforms shall be worn at all times while on University property to designate Contractor affiliation. Contractor shall not use unpaid or volunteer JMU student labor during deliveries or installation.
8. The Contractor warrants the services under the contract will be performed: (a) in a diligent, professional and workmanlike manner in accordance with the highest applicable industry standards; (b) in accordance with this Agreement and the applicable Statement(s) of Work; and (c) by experienced and qualified personnel.
9. Contractor shall provide proper permitting, spec sheets, and material flammability sheets for tents, stages, and inflatables upon request from the Purchasing Agency.