

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF ESSEX**

RESOLUTION NO. _____ **AUTHORITY FOR RESOLUTION:** N.J.S.A. 40:41A-38(n)

PROPOSED BY: COUNTY EXECUTIVE **AUTHORITY FOR ACTION:** N.J.S.A. 40:41A-36(i)

SUBJECT:

**DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS – CONTRACT AWARD TO
SUNBELT RENTALS, INC., THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER TO FURNISH
AND DELIVER THE RENTAL OF PORTABLE DIESEL-POWERED GENERATORS – TWENTY-FOUR
MONTH CONTRACT – AMOUNT NOT TO EXCEED \$1,485,500.00**

WHEREAS, the County of Essex has a need for a vendor to furnish and deliver the Rental of Portable Diesel-Powered Generators (the “Services”) for the Department of Parks, Recreation and Cultural Affairs; and

WHEREAS, the County’s Office of Purchasing has publicly advertised for bids for the Services; and

WHEREAS, the County has received from two (2) vendors, written responses to the aforesaid advertisement for bids; and

WHEREAS, the County’s Office of Purchasing through the Department of Parks, Recreation and Cultural Affairs recommends the Board of County Commissioners award the contract for the Services for a twenty four (24) month period to Sunbelt Rentals, Inc., the lowest responsive and responsible bidder; and

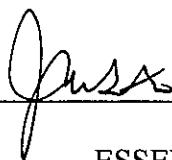
WHEREAS, the Chief Financial Officer has certified that he will further certify the availability of funds to pay such contract which services are ordered (which certification is attached hereto); and

WHEREAS, the New Jersey Public Contracts Law (N.J.S.A. 40a: 11-1 et. seq.) requires that the Board of County Commissioners by resolution approve the awarding of a contract for the provision or performance of any goods or services, the cost of which in the aggregate exceed the statutory bidding threshold; now, therefore, be it.

RESOLVED, by the Essex County Board of County Commissioners:

1. That the award of a Contract for the Services for a twenty-four (24) month period at a cost not to exceed \$1,485,500.00 to Sunbelt Rentals, Inc., lowest responsive and responsible bidder, in accordance with the recommendation of the County's Office of Purchasing, be and hereby is approved, and that the County Administrator be and hereby is authorized to enter into and execute said contract as aforesaid together with such other documents incident thereto as may be necessary.
2. That the Clerk of the Board of County Commissioners forward two (2) certified copies of this resolution and agreement to the Office of Purchasing and one copy to the Department of Parks, Recreation and Cultural Affairs.

Approved as to form and legality



Date

2/23/23

ESSEX COUNTY COUNSEL

RECORD OF VOTE (X=Vote N.V.=Abstention ABS=Absent)

Moved by Commissioner _____

Second by Commissioner _____

Commissioner	Yes	No	N.V.	ABS	Commissioner	Yes	No	N.V.	ABS
Cooper					Mercado				
Gill					Pomares, V.P.				
Graham					Richardson, Pres.				
Johnson					Sebold				
Luciano									

It is hereby certified that the foregoing Resolution was () adopted () defeated () tabled by roll call vote at a _____ meeting of the Board of County Commissioners of the County of Essex, New Jersey held on _____.

Is Publication Required () Yes () No

Date Published _____

Wayne L. Richardson, President

Sunbelt Rentals
2/22/2023

**COUNTY OF ESSEX****DECISION MEMORANDUM**

COUNTY EXECUTIVE

BOARD AGENDA ITEM

COUNTY ADMINISTRATOR

TO: Honorable Robert Jackson
County Administrator

DEPARTMENT: Essex County

FROM: Julius N. Coltre, MPA, QPA
Director of Purchasing

DIVISION: Dept. of Parks

DATE: February 16, 2023

INTRODUCTION AND OVERVIEW:

TITLE: Furnish & Deliver the Rental of Portable Diesel Powered Generators.

SOLICITATION NUMBER: 23-021

SOLICITATION TYPE: Bid: X RFP: Comp. Contract: Non-Fair & Open: Other:

REQUESTING AGENCY: Department of Parks & Recreation

ADVERTISEMENT DATE: January 24, 2023 **OPENING DATE:** February 9, 2023

POTENTIAL BIDDERS FROM: Advertisement: 0 Portal: 15 Purchasing: 2 Small Business: 0

BIDDERS(s) REJECTED: 0 **REASON:**

NUMBER OF SUBMITTED PROPOSALS: 2

ASPIRATION GOAL ACKNOWLEDGEMENT FORM (Completed & Returned): Yes: ☒ No:

CONTRACT PERIOD: April 22, 2023, to April 22, 2025 (open-ended)

MINORITY STATUS OF RECOMMENDED VENDOR:

(WBE): (MGM): (SBE): (MBE) (VOB): (Other): X

VENDOR NAME	Total of Estimated Quantities / Categories A - E):
Sunbelt Rentals, Inc. (Fort Mill, SC.)	\$1,485,500.00
Herc Rentals, Inc.	\$1,565,320.00

- Contract Type: Open-ended (as-needed basis) (quantities not guaranteed).
- Contract Value: Not to exceed: \$1,485,500.00 for the two (2) year contract term.
- Rental Rates, Estimated Quantities, & Totals attached for recommended vendor.

RECOMMENDATION:

Based upon the recommendation of Director Daniel K. Salvante, the Director of Parks & Recreation, which is attached hereto and after reviewing the submitted proposals, it is recommended that the Board of Commissioners award by resolution an open-ended contract to: **Sunbelt Rentals, Inc. 1799 Innovation Pt. Fort Mill, SC. 29715.**

REASON FOR RECOMMENDATION:

The Essex County Department of Parks & Recreation has determined that this vendor has met the requirements of the advertised specifications and is the lowest responsive / responsible bidder to Furnish & Deliver the Rental of Portable Diesel Powered Generators as per specifications.

FISCAL IMPACT:

Funding for these rental services will be funded by various operating accounts as needed. The total amount of this two (2) year open-ended contract shall not exceed: \$1,485,500.00.

ALTERNATIVE:

There is no alternative to procure this service except to advertise & solicit bids under the "fair & open bidding process in compliance with the Local Public Contracts Law.

HISTORY:

To date, this vendor has been paid \$27,488.10 for payments regarding generator rental services on contracts awarded by the governing body.

ADVERTISEMENT FOR BIDS:

In Accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)

ATTACHMENTS:

- 1) Memorandum of agreement (3 originals signed & attested)
- 2) Recommendation letter from the Department of Parks & Recreation
- 3) Certificate of Insurance
- 4) Business Registration Certificate
- 5) Political Contribution Disclosure Form
- 6) Affirmative Action requirements (including certificate of employee information report)
- 7) Price proposal page with rental rates

JNC: cmc

MEMORANDUM OF AGREEMENT
BETWEEN

VENDOR

NAME: Sunbelt Rentals, Inc.
ADDRESS: 1799 Innovation Pt.
Fort Mill, SC. 29715

COUNTY

County of Essex
Hall of Records
465 Dr. Martin Luther King Blvd.
Newark, New Jersey 07102

BID #: 23-021
DATE ADVERTISED: January 24, 2023
DATE RECEIVED: February 9, 2023
CONTRACT PERIOD: April 22, 2023, to April 22, 2025
BASIS OF AWARD: Lowest responsive/responsible bidder
COMMODITY: To Furnish & Deliver the Rental of Portable Diesel Powered
DESCRIPTION: Generators for the Essex County Department of Parks & Recreation.

CONDITIONS:

The award of this contract is subject to the approval of the Essex County Board of County Commissioners by resolution and such resolution will be prepared and presented to the Board at its regularly scheduled meeting. This contract becomes effective & binding upon adoption by resolution by the Essex County Board of County Commissioners.

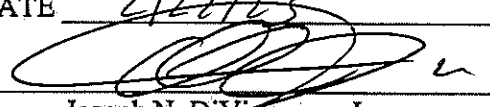
The vendor identified above hereby agrees to comply with the terms and conditions of the bid specifications, advertisement, and vendor's proposal, as submitted by the vendor listed above under the bid number stated above, which are incorporated herein and made part hereof, and to faithfully perform the obligations therein to furnish & deliver the good or service listed above.

This vendor has agreed to participate in the Voluntary Cooperative Purchasing System extending exact pricing & equipment specifications to all County Cooperative Agencies for the term of this contract. YES X NO _____ DOES NOT APPLY _____

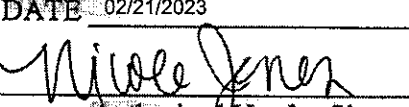
PAYMENT TERMS:

CONTRACT PERIOD: April 22, 2023, to April 22, 2025
AWARDED ITEMS: Generator Models & Rental Rates:
A: 20-25kw; week rate: \$701.00 month rate: \$1,757.00
B: 36-45kw; week rate: \$870.00 month rate: \$2,175.00
C: 52-58kw; week rate: \$1,050.00 month rate: \$2,652.00
D: 100kw; month: \$2,937.50
Allowance: \$25,000.00 (unforeseen rental needs)
AMOUNT NOT TO EXCEED: \$1,485,500.00 (open-ended contract) (as-needed basis)
(quantities are estimated & not guaranteed)
MONTHLY PAYMENT: N/A
ANNUAL PAYMENT: N/A
TOTAL AWARD TO VENDOR: Not to Exceed: \$1,485,500.00


ESSEX COUNTY

DATE: 2/22/23

Joseph N. DiVincenzo, Jr.

VENDOR

DATE: 02/21/2023

Authorized Vendor Signature

ATTEST: _____
Deborah Davis Ford: Clerk of the Board

WITNESS: 

PROPOSAL PAGE

Vendor proposes to furnish and deliver the rental of portable diesel operated generators to the Essex County Parks Department to the Essex County Parks Department for twenty-four (24) months with a twenty-four (24) option. All pricing shall include damage waivers on the rented equipment. These are estimated rental amounts for twenty-four months and are not guaranteed.

Bidders must bid on every item. The winning bidder will be based on the lowest grant total.

A) 20-25 kW Generator

- 1) Weekly Cost per unit: \$ 701
2) Monthly Cost per unit: \$ 1752
Total #1 + #2: \$ 2453

B) 36-45 kW Generator

- 1) Weekly Cost per unit: \$ 870
2) Monthly Cost per unit: \$ 2175
Total #1 + #2: \$ 3045

C) 52-58 kW Generator

- 1) Weekly Cost per unit: \$ 1050
2) Monthly Cost per unit: \$ 2652
Total #1 + #2: \$ 3702

D) 100 kW Generator

- 1) Monthly Cost per unit: \$ 2937.5
Total #1: \$ 2937.5

E) ALLOWANCE

\$25,000.00

TOTALS: \$ 37,137.50 X 40 = \$ 1,485,500
Total A + Total B + Total C + Total D + Total E GRAND TOTAL

VENDOR'S COMPANY NAME Sunbelt Rentals, Inc.

AUTHORIZED SIGNATURE Nicole Jones DATE February 7, 2023

PRINT NAME Nicole Jones TITLE Contract Manager

TELEPHONE NUMBER: (800) 508-4762 FAX NUMBER: (803) 578-6850

TAX I.D. OR SOCIAL SECURITY NUMBER 58-0415192

ADDRESS: 1799 Innovation Pt, Fort Mill, SC 29715

PHONE (800) 508-4792 FAX (803) 578-6850 EMAIL contractteam@sunbeltrentals.com



Clarifications to Terms for Bid Request for Portable Diesel-Powered Generators #23-021

Clarifications to General Conditions and Instructions:

14. Buy American. Due to the size and scope of our rental fleet, Sunbelt cannot confirm the state or country of origin of each brand of equipment since we are not the manufacturer.

31. New Equipment. Sunbelt will provide equipment that is well maintained, in good working condition and fit for the intended purpose. New equipment will not be guaranteed as this is a true rental contract and title will remain with Sunbelt Rentals.

Additional Rental Provisions for Inclusion in the Agreement

Permitted & Prohibited Use: Customer agrees that Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer has care, custody, and control of the Work at all time Sunbelt does not. Customer warrants that: (a) prior to each use, Customer has or will inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests the applicable waiver, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify Sunbelt if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (d) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (e) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training which may be at an additional fee (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only authorized individuals shall use and operate the Equipment ("authorized individuals" being those who are properly trained to use the Equipment and who are not under the influence of drugs or alcohol or otherwise impaired); (g) the Equipment's use shall be in a careful manner, in compliance with all operational and safety instructions provided on, in or with the Equipment and all Federal, State and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety instructions; (b) assign its rights under this Agreement; (c) move the Equipment from the Site Address without Sunbelt's written consent; or (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic) nor allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

Maintenance: Maintenance of fuel and oil levels, and routine visual inspections of grease, filters, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. Customer shall submit a request for a service call a) if upon visual inspection a need for service is required, or b) any other maintenance or repairs are required. Such service may only be performed by Sunbelt. Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are required, other than resulting from Ordinary Wear and Tear, Customer shall pay the full cost of repairs and rental of the Equipment until the repairs are completed.

Return Of Equipment: Customer must contact Sunbelt to request pickup of Equipment, retain the Pick Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.

Waiver: Neither party shall have any liability in regard to consequential, exemplary, special, incidental or punitive damages, even if it has been advised of the possibility of such damages.

Warranty: Sunbelt provides rental equipment that is neither sold nor integrated into the Work, therefore there is no warranty, expressed or implied, as to the rental equipment or to its capabilities, and no warranty of merchantability, other than those detailed in the manufacturer's specifications.



COUNTY OF ESSEX
DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS
115 CLIFTON AVENUE
NEWARK, NEW JERSEY 07104
973-268-3500
Fax 973-481-5302



Joseph N. DiVincenzo, Jr.
County Executive

Daniel K. Salvante
Director

MEMORANDUM

TO: Julius Coltre,
DIRECTOR OF PURCHASING

FROM: Daniel K. Salvante, Director
Essex County Parks Department

DATE: February 6, 2023

RE: Recommend Bid # 23-021 – Furnish & Deliver the Rental of Portable Diesel Powered Generators

*To: C Caloone
for Mon's
7:11
2/12/23*

INTRODUCTION:

Two (2) bids for Bid #23-021 were received.

Bidder	Amount
Sunbelt Rentals Inc.	\$1,485,500.00
Herc Rentals Inc.	\$1,565,320.00

RECOMMENDATION AND REASONS:

Sunbelt Rentals Inc. is the lowest responsible bidder. Therefore, Essex County Parks is recommending the contract be awarded to Sunbelt Rentals Inc. for Bid #23-021. The contract will run for twenty-four (24) months. There is an option for an additional twenty-four (24) months.

FISCAL IMPACT:

The contract award total is 1,485,500. Funds for this contract are available from account #01-201-28-370-108-103

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE****Taxpayer Name:** SUNBELT RENTALS, INC.**Trade Name:****Address:** 80 ARLINGTON AVENUE
KEARNY, NJ 07082**Certificate Number:** 0879680**Effective Date:** October 27, 2000**Date of Issuance:** April 30, 2020**For Office Use Only:**

20200430070100772

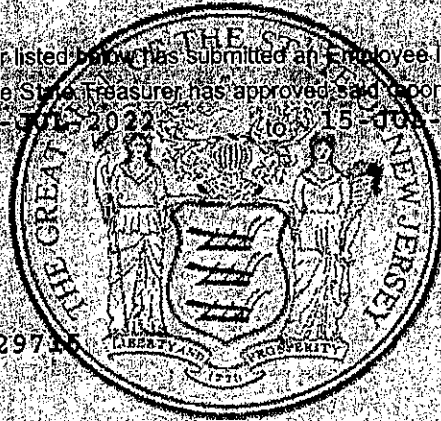
Certification 56286

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17-27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUL-2022 to 15-JUL-2025

SUNBELT RENTALS, INC.
2341 DEERFIELD DRIVE
FORT MILL

SC 29746



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

STATEMENT OF CERTAIN
POLITICAL CONTRIBUTIONS MADE AFTER JULY 11, 1986

(This statement is part of the proposal packet)

Ordinance Number 0-86-0007, as amended by Ordinance Number 0-95-0003, adopted by the Board of Commissioners of the County of Essex, requires that all proposals for negotiated contracts submitted by individuals and/or business entities seeking to provide goods or to perform services for the County of Essex shall contain a statement setting forth each political contribution by them of \$500.00 or more made within five years next preceding the date of said contract, either directly or indirectly, to any County elected political official, County political party and/or County official, political organization, or any State political party.

Set forth name of County elected official, County political party and/or County official, political organization, or State political party to whom a political contribution of \$500.00 or more was made by proposer within five (5) years of the date hereof.

If none, write "none".

Name	Amount
None	

Proposer: Sunbelt Rentals, Inc.

By: Nicole Jones
(Signature)

Name of Signatory: Nicole Jones, Contract Manager
(Print or Type)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102671311-SB-22-23 1008 A/O WOSP E NOC		CONTACT NAME: Sunbelt Rental's Contract Team PHONE (A/C, No, Ext): 800-508-4782 FAX (A/C, No): 803-578-6050 E-MAIL ADDRESS: ContractTeam@sunbeltrentals.com	
INSURED SUNBELT RENTALS, INC. 1799 INNOVATION POINT FORT MILL, SC 29715		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ACE American Insurance Company	NAIC # 22667
		INSURER B: Travelers Property Casualty Company Of America	25674
		INSURER C: Charter Oak Fire Insurance Company	25615
		INSURER D: Travelers Indemnity Company	25658
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** ATL-005551665-01 **REVISION NUMBER:** 9

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		OGLG24876561 \$2,000,000 - Self Insured Retention	09/30/2022	09/30/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ SELF-INSURED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		TC2JCAP-9531B41A-TIL-22 Owned Vehicles TC2JCAP-9531B421-TIL-22 Rented Vehicles	09/30/2022	09/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Self Insured for Phy Dmg \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB-3N334032-22-51-K (AOS) UB-3N320629-22-51-R (AZ, MA, WI)	09/30/2022	09/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Essex, New Jersey, including all Departments, Boards, Committees, Commissions or other entities established by them or operating under their control and all employees, trustees, Commissioners, committee members, aides, advisory board members, elected and appointed officials, volunteers, and students while acting within the scope of their duties on behalf of the County of Essex, New Jersey are listed as Additional Insured with respect to General Liability and Auto Liability, but only to the extent attributable to the Named Insured's negligence, as agreed to by written contract or written agreement.

CERTIFICATE HOLDER

County of Essex Attn: Risk Management Department - Hall of Records/Room 510 465 Dr. Martin Luther King Jr. Blvd Newark, NJ 07102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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AGENCY CUSTOMER ID: CN102671311

LOC #: Atlanta



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED SUNBELT RENTALS, INC. 1799 INNOVATION POINT FORT MILL, SC 29715
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Named Insured's CGL and Automobile policies are Primary and Non-Contributory, but only to the extent attributable to the Named Insured's negligence, as agreed to by written contract or written agreement.
Waiver of Subrogation is included on the policies but only to the extent attributable to the Named Insured's negligence, as agreed to by written contract or written agreement.

POLICY NUMBER:

TC2J-CAP-9531B41A-TIL-22

COMMERCIAL AUTO

ISSUE DATE: - -

09 27 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHOM YOU HAVE
AGREED IN WRITING TO ADD AS AN
ADDITIONAL INSURED, BUT ONLY TO COVERAGE
AND MINIMUM LIMITS OF INSURANCE REQUIRED
BY THE WRITTEN AGREEMENT, AND IN NO
EVENT TO EXCEED EITHER THE SCOPE OF
COVERAGE OR THE LIMITS OF INSURANCE
PROVIDED IN THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Cov-

ered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 90

NONRENEWAL: Number of Days Notice of Nonrenewal: 90

PERSON OR

ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NON-RENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH A PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NON-RENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

- A.** If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B.** If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph A.5., **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED TO INCLUDE AS AN ADDITIONAL INSURED BY CONTRACT OR WRITTEN AGREEMENT, PROVIDED SUCH CONTRACT OR WRITTEN AGREEMENT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY OWNER, LESSEE OR CONTRACTOR WHOM YOU HAVE AGREED TO INCLUDE AS AN ADDITIONAL INSURED UNDER A	
WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. The Schedule must be initially provided to us within 15 days after:
 - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D. Our delivery of the notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G. We are not responsible for verifying any information provided to us in any Schedule; nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. We may arrange with your representative to send such notice in the event of any such cancellation.
- I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This Insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of Section
IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB-3N334032-22-51-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER.

DATE OF ISSUE: 09-29-22

ST. ASSIGN:



OFFICE OF PURCHASING

ASPIRATIONAL GOAL ACKNOWLEDGEMENT FORM

Name of Organization: Sunbelt Rentals, Inc. - Branch 1008

Print Name of Vendor Representative: Nicole Jones

Title of Vendor Representative: Contract Manager

I have reviewed the Essex County Board of Chosen Freeholders Resolution No. R-2017-00834, where it explains the economic disadvantages in Essex County, including above average unemployment rates, high home foreclosures rates and higher rates on ALICE households (Asset Limited, Income Constraint, Employed) and poverty households.

I understand that the Board of Chosen Freeholders believes potential vendors should be informed of Essex County's economic disadvantages that effects the well-being of Essex communities. I acknowledge this legislative body intent to *encourage* awarded vendors to actively pursue in their hiring efforts and practices to seek potential candidates from the vast, diverse, qualified and experienced talent that exists in Essex County's unemployed and underemployed residents.

By signing this acknowledgement form, I hereby confirm that I have read Resolution No. R-2017-00834 and acknowledge the encouraged efforts of the County of Essex Aspirational Goal to establish a total workforce for each contract comprised of a minimum of 35% Essex County residents. I acknowledge that my organization will make good faith efforts in seeking talent from Essex County unemployed and underemployed qualified residents when fulfilling job opening(s).

Furthermore, I understand that for the term of each contract, I have been requested to complete an annual report of employee status, by filing a Vendor Employee Disclosure Form.

I also understand that the Board of Chosen Freeholders may review my responses to the Vendor Employee Disclosure Form to monitor my continued efforts and commitment.

Nicole Jones
Print Full Name

Nicole Jones 02/20/2023
Signature and Date

Print Full Name

Signature and Date

Putting Essex County First



DATE: 02/20/2023

EMAIL: pcm1008@sunbeltrentals.com

PHONE: 732-697-0117

If previously awarded contracts with the County, please complete each contract year, up to the last 6 years. Failure to complete this form will not result in the loss or any diminution of this contract.

1. What are your efforts to employ Essex County residents?

Putting Essex County First

ESSEX COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER