



PRMPO2212718



725359



38

PURCHASE ORDER



ORDER NUMBER: PO 38 PO2212718

THE ABOVE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPMENTS AND CORRESPONDENCE.

Mail All Invoices To:

Finance Department
148 Martine Ave, Room 728
White Plains, New York 10601
(914) 995-2788
Or email invoices to:
PO_invoices@westchestergov.com

WESTCHESTER COUNTY
BUREAU OF PURCHASE AND SUPPLIES
148 Martine Ave, Room 713
White Plains, New York 10601
(914) 231-1872
BID: RFB-WC-22129

DATE: 04/12/2022

TO: VENDOR NO. 725359
UNITED RENTALS (NORTH AMERICA) INC
552 HOUSATONIC AVE
BRIDGEPORT, CT 06604
ATTN: Amy Fassett

TERMS: Net 30

DEPT. CONTACT: Danielle O'Mara-Damin, 914 864 7820

DELIVER TO:

Public Safety/Police
1 Saw Mill River Parkway
Basement/Property Room
Hawthorne, NY 10532 USA
ATTN: Sgt. Michael Demaio

BUYER: 19 Martin Connolly
DELIVERY DATE: 04/13/2022
F.O.B.: FOB Dest, Freight Prepaid (Allowed)

ORDER GRAND TOTAL: \$49,505.40

Table with columns: LINE, LN, REF. REQ. NO., LN, DEPT, UNIT/SUB, ACTV, OBJ/SUB, FUNCTION, PROGRAM PHASE, EXTENSION. Includes line items for Bucket Truck and Bucket Van with sub-items and their respective costs.

**WESTCHESTER COUNTY
BUREAU OF PURCHASE AND SUPPLIES**

DATE: 04/12/2022

 148 Martine Ave, Room 713
 White Plains, New York 10601
 (914) 231-1872

LINE	LN	REF. REQ. NO.	LN	DEPT	UNIT/SUB	ACTV	OBJ/SUB	FUNCTION	PROGRAM	PHASE	EXTENSION
005	1.00000	EA @ \$191.100000									\$ 191.10
		97586									
		Pickup Charge									
	1	3803032200071	1	38	473W	GRNT	3000	4380	GRNT		\$ 94.27
	2	3803032200071	2	38	8002	8002	3000	4380	PSDS		\$ 96.83

1. Westchester County (County I.D. # 13-600-7353) is exempt from all taxes.
2. Each shipment shall contain a packing slip that is to note purchase order number, contents and shipper's name and address.
3. The County reserves the right to inspect and return at Shipper's expense defective and/or non conformant materials.
4. Order may be cancelled for late and/or non delivery.
5. All correspondence to be addressed to Bureau of Purchase & Supplies, 148 Martine Ave., Room 713, White Plains, NY 10601.
6. Deliveries will be accepted between the hours of 8:30 A.M. and 3:30 P.M., weekdays.
7. No substitutions will be accepted, vendor must supply brand/product specified, substitutes will be returned at vendor expense.

PURCHASING AGENT

Please quote your all-inclusive monthly rental charges for Aerial Bucket Service Trucks specified below required by the Westchester County Department of Public Safety, 1 Saw Mill River Parkway, Hawthorne, NY 10532. The equipment specified shall be rented for an 8 month period.

Quantity Required	Model / Description	Monthly Rental Charge Per Unit
1 each	Bucket Truck, 2WD 34' to 40' Height Range, Insulated	\$ <u>3,182.40</u>
1 each	Bucket Van, 34' to 40' Height Range, Non-Insulated	\$ <u>2,958.00</u>

Will your company be able to supply both units for the eight (8) month timeframe indicated?

YES NO

If you answered "no," how many units can you supply? _____

The County reserves the right to make one award for all equipment specified if it is deemed in the best interests of the County to do so. Preference may be given to newer model year equipment.

STANDARDIZED INSURANCE REQUIREMENTS FOR VENDORS

The Contractor, upon award of the contract, shall provide at their own cost and expense the following insurance to the County of Westchester from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, which insurance shall be evidenced by certificate. Each certificate shall require that, thirty days prior to cancellation or material change to the policies, notice thereof shall be given to the Bureau of Purchase and Supplies of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract number. The County of Westchester reserves the right to request the actual policy, as necessary.

- A. **Worker's Compensation – Statutory-in compliance with the Compensation Law of the State of New York:**
Each Contractor (employer) shall evidence compliance with Section 57 of the Workers' Compensation Law and Section 220, Subdivision 8 of the Disability Benefits' Law, by submitting to the County for its approval, prior to the start of any part of his contract work, the following attested documentation:
1. Workers' Compensation – Statutory, New York State Workers' Compensation certificate form C-105.2 (rev. 09/07) or State Fund Insurance Company form U-26.3 prescribed for proof of compliance with the Compensation Law.

NOTE: Other generally recognized forms/certificates may be substituted for the above at the sole discretion of the Director of Risk Management.

2. Disability Benefits: The Contractor shall provide proof of compliance with the Disability Benefits Law (Form DB-120.1)

Location of Operation shall be "All Locations in Westchester County, New York."

3. If a Contractor (employer) claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, the employer must complete affidavit form WC/DB-100 (revised 9/07), sign and notarize the form, and send to the NYS Workers' Compensation Board for (stamped) approval. The stamped approval (valid for 1 year) should then be provided to the County of Westchester with all other insurance documentation.

4. If a Contractor (employer) is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- B. **Commercial General Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage, or a combined single limit (c.s.l) of \$1,000,000 with the County of Westchester named as an additional insured. This insurance shall indicate on the certificate of insurance include the following coverages:**

1. Premises – Operations
2. Products and Completed Operations
3. Broad Form Contractual

- C. **Automobile Liability Insurance with minimum limits of liability of \$1,000,000 per person/per occurrence for bodily injury, and \$100,000 per occurrence for property damage, unless otherwise indicated in the "Special Clauses" of the Contract specifications. The certificate of insurance shall indicate coverage for the following:**

1. Owned automobiles
2. Hired automobiles
3. Non-owned automobiles

All policies and certificates of insurance shall be approved by the Westchester County Director of Risk Management prior to the inception of any work.

Other coverages may be required by the County of Westchester based on specific needs. If such other coverages are required for a specific contract, those coverages will be described in the "Special Clauses" of the contract specifications.

If at any time any of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Contractor shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Bureau of Purchase and Supplies of the County of Westchester for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the County, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

In the event that claims, in excess of the insured amounts provided herein, are filed by reason of any operations under the contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the County of Westchester.

All policies of the Contractor shall be endorsed to contain the following clauses:

- (1) Insurers shall have no right of recovery or subrogation against the County of Westchester (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
- (2) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.
- (3) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- (4) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

VENDOR AFFIRMATION

Vendor affirms that he will comply in the performance of the contract with all applicable provisions of the labor law, worker's compensation law, Federal social security law and any and all rules and regulations promulgated by Federal Department of Labor and/or The Industrial Commissioner of the State of New York, and any other applicable laws, rules and regulations and all amendments and additions thereto. Failure to sign may result in bid disqualification.

BID NUMBER: RFB - WC - 22129

COMPANY NAME: United Rentals (North America), Inc.

PRINT NAME: Geovanni Flores OFFICIAL TITLE: Branch Manager

SIGNATURE:  DATE: 03/29/2012

05/18/2012

GENERAL RENTAL REQUIREMENTS:

A. The Contractor shall be completely responsible for the proper delivery, and removal of equipment, including any damages or breakdowns caused by its failure to take appropriate action.

B. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.

C. This is a full service contract. For the purposes of this contract, full service shall mean that the Contractor's bid price includes, but is not necessarily limited to: all labor, parts, material and equipment costs; all emergency repairs; complete preventive maintenance, as recommended by the manufacturer, or specified herein, whichever is greater; all repairs, and replacement of parts, as necessary; all administrative, reporting, or other requirements, and all associated costs, including, but not limited to, travel, parking fees, permits, licenses, and insurance. Detailed services are deemed to be understood by the Contractor and included herein.

D. It shall be mutually agreed that the Contractor has included cost to remedy all deficient items in its offer, and it will be responsible for satisfactory functioning of the equipment, without additional compensation.

E. Model References: Whenever a particular Manufacturer/Model is referenced on bid sheets, such reference is intended to be descriptive, not restrictive. Bids will be accepted on an "or equal" basis. Manufacturer and Model offered for rental shall be indicated on the bid sheet. If offering more than one Manufacturer/Model, separate prices must be submitted for each.

F. Equipment Operators: Contract participants assure the contractor that only employees of the specific renting agency who are safe, qualified, trained operators will be allowed to operate the equipment.

G. Insurance Required: In the event of physical damage to rental equipment caused by accident or misuse of equipment by County personnel, necessary repair/replacement costs will be borne by the County. The County shall not be liable for damages caused by improper maintenance of the equipment by the Contractor. The Contractor must maintain insurance (See INSURANCE REQUIREMENTS" for further insurance information.)

K. LOT Rental: The lot bid price shall be for the time period indicated in the Bid. For daily usage in excess of the number of days of equipment rental, the contractor shall be entitled to receive additional compensation for each additional day of equipment rental (daily rate shall be proportional to pricing quoted in this solicitation).

L. Contract Period: The Equipment specified herein shall be rented for an eight month period. The successful bidder may be required to sign a County Contract covering the specified period. If mutually agreeable, the pricing, terms, and conditions specified in this Contract may be extended on a monthly basis.

M. Invoicing for this Contract shall be done monthly at the rates specified in the Contract.

N. Delivery and Pickup to Hawthorne, NY will be the responsibility of the successful bidder. If there will be additional charges for this service, please indicate said charges here:

\$ 382.20

\$ 191.10 each way

UNITED RENTALS (NORTH AMERICA), INC.

POWER OF ATTORNEY

Know all men by these presents, that the undersigned, a Delaware corporation (the "Corporation"), hereby constitutes and appoints those individuals employed by the company with the title Branch Manager, Area General Manager or District Manager, its true and lawful attorney-in-fact to:

1. execute and submit, in the name and on behalf of the Corporation, bid documents and contracts arising out of such bid documents in relation to any state and local government solicitations provided that the Corporation's legal department has reviewed and approved such bid documents and contracts; and
2. take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the Corporation in connection with such execution and submission.

The Corporation hereby grants to the attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary and proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Corporation might or could do, hereby ratifying and confirming all that such attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

Unless sooner terminated by the Corporation, this Power of Attorney shall remain in effect for a period of the earlier of (i) one (1) year from the date hereof; and (ii) the date the person appointed ceases to be employed as a Branch Manager, Area General Manager or District Manager of the Corporation.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 4th day of January, 2022.


UNITED RENTALS (NORTH AMERICA), INC.

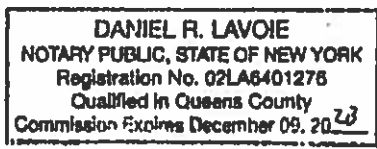
By: 
 Name: Craig A. Schmidt
 Title: Vice President - National Accounts

STATE OF New York)
)
 COUNTY OF Queens) ss.

On this 4th day of January, 2022, before me personally came Craig A. Schmidt, to me known, and known to me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he is the Vice President-National Accounts of United Rentals (North America), Inc., a Delaware corporation, and that said instrument was executed by him for and on behalf of said corporation for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 4th day of January, 2022.


 Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/24/2021

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 Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 281-7122 FAX (A/C. No.): (800) 363-0103 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED United Rentals (North America), Inc. United Rentals, Inc. & Subsidiaries 100 First Stamford Place, Suite 700 Stamford CT 06902 USA	INSURER A: ACE American Insurance Company	22667
	INSURER B: Indemnity Insurance Co of North America	43575
	INSURER C: ACE Fire Underwriters Insurance Co.	20702
	INSURER D: ACE Property & Casualty Insurance Co.	20699
	INSURER E: North American Capacity Ins Co	25038
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570089480641 REVISION NUMBER:

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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSLG72482529 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$6,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25544080	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			XEUG27905997007 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR68919988 AOS WLR68920024 AZ CA MA	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000
A	Excess WC			WCUC68920061 WA SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EL Each Accident \$2,000,000 EL Disease - Policy \$2,000,000 EL Disease - Ea Emp \$2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

United Rentals (North America), Inc.
 United Rentals, Inc. & Subsidiaries
 100 First Stamford Place, Suite 700
 Stamford, CT 06902 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier : WOI

Certificate No. : 570089480641



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED United Rentals (North America), Inc.	
POLICY NUMBER See Certificate Number: 570089480641			
CARRIER See Certificate Number: 570089480641	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
C		N/A		SCFC68920103 WI	10/01/2021	10/01/2022	
	OTHER						
E	Misc Liab Cvg			EEG000036707 TX Non-Subscriber SIR applies per policy terms & conditions	10/01/2021	10/01/2022	CSL/TOT/IND/ OCC \$5,000,000