



REQUEST FOR QUOTATION

<p>Contact person/Telephone Tara Bugg/201-395-5236</p>	<p>Collective# 0000032575 Bid Due Date 03/28/2013 Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To: LaGuardia Airport Auto Shop Flushing NY 11371</p>
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Quantity	Description	Unit Price	Total
	<p>WHEELCHAIR LIFT AS PER SPECIFICATION CODE: 008-4740-013 DATE: JANUARY 2013.</p> <p>DELIVERY: LAGUARDIA AIRPORT BUILDING #48, AUTOMOTIVE SHOP FLUSHING, NY 11371 ATTN: JOHN MATSEN TEL: 718-533-3570 FAX: 718-457-0382 PLEASE CONTACT JOHN 48 HOURS PRIOR TO DELIVERY.</p> <p>A price preference of 10 % is available for NY/NJ Minority and Women Business Enterprises (M/WBE) or 5% for NY/NJ Small Business Enterprises (SBE) certified by the Port Authority (PA) by the day before bid opening for awards not exceeding \$1,000,000. My firm was certified as a _____ on _____.</p>		
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS	Total Delivered Price

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

Signed _____
 Firm Name _____
 Telephone number _____ Date _____
 Fax Number _____
 Federal Taxpayer ID _____

**Bidder
Must
Sign
In
Two
Places**

The foregoing offer shall be irrevocable for 90 days after the date on which the Port Authority of New York and New Jersey opens this proposal.
 Signed _____ Date _____
 Firm Name _____



REQUEST FOR QUOTATION

Bid Due Date
03/28/2013

Quantity	Description	Unit Price		Total	
	<p>This is a Formal Bid Invitation Mail Sealed Bids to:</p> <p>The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department 2 Montgomery Street, 3rd Floor Jersey City, NJ 07302</p> <p>by the date and time listed above, where it will be publicly opened and read.</p> <p>Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8 A.M. & 5 P.M., via regular mail, express delivery service or hand delivery.</p> <p>If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document.</p> <p>A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.</p>				
	<p>Wheelchair lift conversion</p>				
	<p>PLEASE QUOTE FULLY DELIVERED PRICES</p>	<p>PAYMENT TERMS</p>		<p>Total Delivered Price</p>	

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REQUEST FOR QUOTATION

Bid Due Date
 03/28/2013

Quantity	Description	Unit Price	Total
1.00	<p>The item covers the following services: Wheelchair lift conversion</p>		
	<p>PLEASE QUOTE FULLY DELIVERED PRICES</p>	<p>PAYMENT TERMS</p>	<p>Total Delivered Price</p>

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 Signed _____ Date _____
 Firm Name _____

TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of \$100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764A, that it will honor a determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (201) 395-3405 or at <http://www.panynj.gov/business-opportunities/become-vendor.html>
12. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
13. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

PORT AUTHORITY OF NEW YORK AND NEW JERSEY
OPERATION SERVICES DEPARTMENT
CENTRAL AUTOMOTIVE DIVISION
241 ERIE STREET, ROOM 307
JERSEY CITY, NEW JERSEY 07310-1397

CODE: 008-4740-013
DATE: JANUARY 2013

SPECIFICATIONS FOR:

PARA -TRANSPORT CONVERSION OF CNG VAN

THESE SPECIFICATIONS COVER THE PARA-TRANSPORT CONVERSION OF A 2011 FORD E-150 COMPRESSED NATURAL GAS VAN. THE VAN IS A STANDARD LENGTH WINDOW CARGO VAN WITH A 4.6L V-8 ENGINE. THE VAN WILL BE SUPPLIED BY THE PORT AUTHORITY.

THE UNIT AND ASSOCIATED COMPONENTS, FEATURES, AND EQUIPMENT SHALL BE FURNISHED COMPLETE AND READY FOR USE, ALL AS MORE FULLY REQUIRED BY THE TERMS OF THESE SPECIFICATIONS AND IN STRICT ACCORDANCE THEREWITH, EVEN IF NOT SPECIFICALLY ENUMERATED IN THESE SPECIFICATIONS. THE UNIT AND ALL EQUIPMENT SHALL BE THE MANUFACTURER'S LATEST CURRENT PUBLISHED STOCK MODEL(S), WHICH MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.

THE VAN, ONCE CONVERTED, SHALL BE EQUIPPED WITH TWO (2) WHEEL CHAIR POSITIONS, AND FOUR (4) FOLD-DOWN SEATS; TWO (2) SINGLE PASSENGER AND TWO (2) DOUBLE PASSENGER AS PER THE SPECIFICATIONS BELOW.

VAN CONVERSION:

1. 18" SPORT TOP, INSULATED RAISED ROOF WITH ROLL CAGE
2. ABS PLASTIC INTERIOR WALLS AND HEADLINER, VENTED FOR HVAC
3. PLYWOOD SUB-FLOOR WITH SLIP RESISTANT DIAMOND ONE-PIECE FLOORING
4. 29,000 BTU MINIMUM REAR HEATER
5. 31,000 BTU MINIMUM AIR CONDITIONING UNIT
6. FULL LENGTH PASSENGER SIDE RUNNING BOARD

WHEELCHAIR LIFT:

7. WHEEL CHAIR LIFT, BRAUN NCL919-FIB-C2 NHTSA/ADA WITH RAISED REAR ENTRY DOORS AND DOOR HOLDERS.
8. TWO (2) WHEEL CHAIR POSITIONS WITH THREE (3) ROWS OF FLOOR MOUNTED L-TRACK. EACH TO INCLUDE TWO (2) SETS OF Q-STRAINT DELUXE 8100, OR APPROVED EQUAL, SELF-RATCHETING TIE DOWNS AND SHOULDER BELTS. THREE (3) L-BRACKET SHOULDER BELT BRACKETS SHALL BE LOCATED IN HEADLINER.
9. TWO (2) DUAL PASSENGER FOLD-DOWN SEATS, FREEDMAN OR APPROVED EQUAL, FORWARD FACING WITH LAP AND SHOULDER BELTS AND ARMREST.
10. TWO (2) SINGLE PASSENGER FOLD-DOWN SEATS, FREEDMAN OR APPROVED EQUAL, FORWARD FACING WITH LAP AND SHOULDER BELTS AND ARMREST.
11. NEW YORK DOT LIFT PARTITIONS
12. ALL SEATS SHALL BE TIED INTO STEEL RAILS INSIDE SIDEWALLS.

VEHICLE ELECTRICAL AND LIGHTING

13. THE VEHICLE SHALL BE EQUIPPED WITH ALL FEDERAL AND STATE REQUIRED CLEARANCE AND RUNNING LIGHTS AND REFLECTORS. LIGHTS SHALL BE INSTALLED TO MEET ALL FEDERAL AND STATE REQUIREMENTS.
14. ALL LED BODY LIGHTS SHALL BE OF THE SHOCK AND VIBRATION RESISTANT DESIGN. CLEARANCE AND IDENTIFICATION LIGHTS SHALL BE MOUNTED ON THE BODY.
15. ALL AUXILIARY ELECTRICAL CIRCUITS TO BE SEPARATELY FUSED ON A FUSE PANEL UNDER DASH, FUSE PANEL TO HAVE SPACE FOR AT LEAST TWO ADDITIONAL CIRCUITS.
16. ALL WIRING TO BE HEAVY DUTY, JACKETED TYPE, PROPERLY ROUTED AND SECURED IN SUCH A MANNER SO AS TO PREVENT CHAFING, PINCHING OR SYSTEM DAMAGE. ALL WIRING SHALL BE COLOR/NUMBER CODED FOR IDENTITY.

APPENDIX A

AUTOMOTIVE PROCUREMENT STANDARD CONTRACT TERMS AND CONDITIONS

1. Intent

These specifications cover the para-transport conversion of a 2011 Ford E-150 compressed natural gas van as described in these specifications.

2. Definitions

Director:

For the purposes of this agreement, Director shall mean the director of procurement of the Port Authority for the time being, or her authorized representative or successor in duties, acting personally.

Engineer:

As used in this agreement, the term "Engineer" shall mean the manager of the Central Automotive Division of the Port Authority, acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them.

Manager:

As used in this agreement, the term "Manager" shall mean the manager of the Purchasing Division of the Port Authority acting either personally or through her duly authorized representatives acting within the scope of the particular authority vested in them.

3. Dealer Obligation To Order Vehicle(s)

Upon award of contract, the dealer shall take all actions necessary to facilitate on-time delivery. The dealer shall submit written proof to the Engineer within 14 days after award of contract that the vehicle(s) have been ordered. This proof shall consist of valid purchase order(s) or factory order and acceptance with production slot information from the factory. Failure to place a valid and binding order within the 14 days shall be cause for the Authority to cancel the contract without any further obligation to the dealer.

4. Final Payments

After the satisfactory delivery of all equipment whatsoever required to be sold, the making of such tests and inspections as may be necessary or desirable and instructing personnel in the operation and maintenance of the equipment furnished hereunder, and the doing of all other things by the vendor as required by this contract, the vendor shall provide to the Engineer a certificate of completion. The certificate of completion shall be a written letter from the vendor to the Engineer certifying that all equipment under this

contract, including extra materials and services, and all other matters, have been provided or delivered and performed in accordance with the specifications and the requirements of the Engineer.

The certificate of completion shall not be construed to constitute an extension of the vendor's time of performance in the event that he has failed to complete the sale in accordance with the terms of this contract. Moreover, the acceptance of the certificate of completion by the Port Authority shall not operate to release the vendor from any obligation under this contract.

After the Engineer receives and accepts the certificate of completion and an invoice for each vehicle/equipment with all other required documents, within thirty (30) days the Port Authority will pay to the vendor by check a payment of an amount equal to the total price of the said vehicle/equipment plus any other costs for changes and extras, in accordance with the requirements stipulated in the paragraph entitled "changes and extras," less any payments already made in connection with said vehicle/equipment, and subject to any monetary deductions, as determined solely by the Port Authority.

The acceptance by the vendor, or by anyone claiming by or through him, of the said payment, shall be and shall operate as a release to the Port Authority of all claims and of all liability to the vendor for all things done or furnished in connection with the sale and for every act and neglect of the pa and others relating to or arising out of the sale, including claims arising out of breach of contract and claims based on claims of third persons.

The vendor's contract as provided in the immediately preceding paragraph above shall be deemed to be part of the consideration forming part of this contract as a whole and not to be gratuitous; but in any event even if deemed gratuitous and without consideration, such contract as provided in the immediate preceding paragraph above shall nevertheless be enforceable. Such release shall include all claims, whether or not in litigation and even though still under consideration by the authority. Such release shall be effective notwithstanding any purported reservation of rights by the vendor to preserve such claim. The acceptance of any check designated as "final payment" or bearing any similar designation shall be conclusively presumed to demonstrate the intent of the vendor that such payment was intended to be accepted as final, with the consequences provided in this numbered clause.

The vendor agrees that he shall not be entitled to, and hereby waives any right he might otherwise have to, and shall not seek any judgment whether under this contract or otherwise for any such final payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of this numbered clause or have the effect in any way of entitling the vendor to accept such final payment or an amount equivalent thereto or based thereon or any part thereof other than the same fashion as a voluntary acceptance of a final payment subject to all the terms of this contract including this numbered clause, unless and until the vendor should obtain a judgment on any claim

arising out of or in connection with this contract (including a claim based on breach of contract) for an amount not included in said final payment. In any case in which interest is allowable on the amount of the final payment, such interest shall be at the rate of 6% per annum for the period, if any, in which such interest is due.

5. Changes And Extras

The Vendor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Engineer. "Extra Work" as used herein shall be defined as work which differs from that expressly or impliedly required in the Specifications in their present form.

The Vendor is to supply the amount of materials, supplies, equipment and personnel required by the Engineer within twenty four (24) hours following receipt of written or verbal notice from the Engineer or, in the case of an emergency as determined by the Engineer, within four (4) hours following his receipt of the Engineer's written or oral notification.

Compensation for such Extra Work shall be determined by mutual agreement between the Engineer acting personally and the Vendor. However, should the parties fail to reach such an agreement, the Vendor's compensation shall be increased by the following amounts and such amounts only:

In the case of Extra Work performed by the Vendor itself, an amount equal to the actual net cost in money of (a) labor required for such Extra Work, plus ten percent (10%) of such net cost, (b) materials required for such Extra Work plus five percent (5%) of such net cost, and (c) such rental for equipment (other than small tools) required for such Extra Work as the Engineer deems reasonable.

In the case of Extra Work performed by a subvendor, an amount equal to the sum of (a), (b) and (c) above, plus an additional five percent (5%) provided that any such Subcontract has been approved, in advance, by the Engineer.

As used in this numbered clause:

"Labor" means laborers and supervisors directly employed at the Site of the Work subject to the Engineer's authority to determine what employees of any category are required for "Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages. "Employees" as used above means only the employees of one employer.

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Vendor

pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Vendor is the manufacturer or producer thereof, the reasonable cost to the Vendor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any. The cost of all Extra Work performed by the Vendor shall not exceed six percent (6%) of the Estimated Total Contract Price of this Contract unless otherwise expressly authorized in writing by the Engineer. These funds shall be used only when necessary and are not routinely spent as part of the Contract.

The Vendor shall submit all reports, records and receipts as are requested by the Engineer so as to enable him to ascertain the time expended in the performance of Extra Work, the quantity of labor and materials used therein and the cost of said labor and materials to the Vendor.

The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

6. Vehicle Warranties

The vendor warrants and guarantees each vehicle against any defects in design, workmanship, and materials and against failure to operate satisfactorily for a minimum period of one (1) year from the date on which the vehicle is placed in-service, other than defects or failures shown by the vendor to have arisen solely from accident or abuse occurring after acceptance by the Engineer, and agrees to replace any part or parts, which in the opinion of the Engineer shall fail for the above reasons. In addition, if at any time after the above warranty periods any defects arise or are found in the design of the vehicles, the vendor shall inspect the causes in detail at the Port Authority facility, report his findings to the Engineer, and correct the defects as required and in agreement with the Engineer. All repairs shall be performed within 24-hours of reporting a warranty repair item, and if a longer time is needed because of parts, redesign, or testing, additional time may be granted if the vendor demonstrates that it is taking every possible step to resolve all issues and submits a letter indicating an estimated completion date. The vendor shall be responsible for all costs (including parts, labor, vehicle transportation charges, etc.) Required to perform any warranty work or to correct any defects. If any warranty work or work required to correct any defects requires transporting the vehicle back to the vendor's plant or to any other shop, the vendor shall be responsible for all costs and making the proper arrangements in a timely manner. In addition, after delivery of each vehicle, if the vehicle is to be transported out of the any Port Authority facility, the vendor shall be fully as responsible for each complete vehicle in his possession as he was

prior to its receipt by the Authority and shall provide all vehicle liability insurance as required by the Port Authority, covering the vehicle(s) until re-delivery to and acceptance.

Notwithstanding the specific requirements of this agreement, any inspection or acceptance of the vehicle, the foregoing warranty, or the existence of any patent or trade name, the vendor nevertheless warrants and represents that the vehicle shall be of the best quality and shall be fully fit for the purposes for which it is to be used. The foregoing warranty shall not, however, be a limitation on any rights which the Port Authority would have, either expressed or implied, in connection with this agreement in the absence of such guaranty, the said guaranty being given only for the greater assurance of the Port Authority.

In the event of a failure which places the vehicle in an "out of service" status, as determined by the Engineer, the vendor agrees to perform an inspection within twenty-four (24) hours after the Engineer notifies the vendor of such failure. Upon determination by the Engineer that the failure is to be repaired by the vendor under this warranty, the vendor agrees to either replace the failed component or repair it, the repair of same to commence within twenty-four (24) hours after the determination of the Engineer. In the event that the component is to be replaced, the vendor agrees to have the replacement item shipped within twenty-four (24) hours after the Engineer's determination.

7. Availability Of Spare Parts

The vendor warrants that it shall maintain, or have maintained, a stock of spare parts available at inventory levels for the period described in the immediately following paragraph.

The vendor shall itself, and not through a dealer, supply at prices not in excess of those charged any other owners of vehicles, spare parts required to support the units to be supplied there under for ten (10) years from the date of delivery of the last complete unit or cab-chassis. These parts shall be available within 72 hours of placement of an order. In order to meet this requirement, the vendor may maintain a spare parts outlet or contract with a customs broker to expedite the customs clearance of foreign parts. It shall, however, remain the responsibility of the vendor to meet the 72-hour delivery requirement.

8. Shipment

The vendor shall ship the units under bills of lading designating the consignee as the Port Authority of New York and New Jersey, c/o vendor, said bills of lading to provide that the vendor will pay the insurance and freight charges, and the Port Authority will be the named insured on said insurance but risk of loss or damage until delivery shall be the vendor's. In such case, the vendor's obligations under the clause entitled "risks assumed by the vendor" shall not be impaired.

If the vendor's plant is located more than four hundred (400) miles from the designated delivery point, the vendor shall ship the unit(s) by railroad or flatbed truck and the vendor's obligations under the clauses entitled, "delivery" and "risks assumed by the vendor" shall not be impaired.

9. Delivery

The vendor shall deliver all vehicles to the delivery location(s) indicated in the table at the end of this contract (See Appendix C). If the Engineer requests for the vendor to drop-ship the cab-chassis' or vehicle(s) to an alternate delivery location(s), the vendor shall be responsible to make all necessary arrangements for the delivery(ies), and the vendor and the Engineer shall mutually agree on any cost adjustments for delivery to the alternate delivery location.

The vendor shall deliver the unit(s) complete and ready for service, within 60 calendar days commencing from the Port Authority Purchase Order Date after receipt, by it, of the acceptance of its proposal.

The vehicles shall be shipped for sidewalk delivery to the location(s) indicated in the table at the end of this appendix. Sidewalk delivery is defined as the vendor's responsibility for removing the vehicles from the truck and placement onto the location designated by receiving personnel.

Vehicles shipped by other than the vendor's own truck shall not abrogate this responsibility. The Port Authority shall not be responsible for re-delivery charges as a result of failure to comply with this clause. Port Authority personnel will not be available to assist in off-loading vehicles.

The vendor shall notify the Engineer of delivery, at least three (3) working days in advance. The deliveries shall be made to the location(s) indicated in the table at the end of this appendix.

All deliveries shall be made during the hours of 9:00 am to 2:00 pm Monday through Friday excluding holidays celebrated in the state of delivery. The equipment shall be deemed to have been delivered only if it is complete and in readiness for use and if it meets with the acceptance of the Engineer as elsewhere provided in this contract. The

times above-provided for delivery may be extended (subject, however, to the provisions of this numbered clause) only if in the opinion of the Engineer the vendor is necessarily delayed in delivery solely and directly by a cause which meets both of the following conditions:

- A. Such cause is beyond the vendor's control and arises without his fault.
- B. Such cause arises after the opening of proposals on this contract and neither was, nor could have been, anticipated by investigation before such opening.

The vendor shall provide the above conditions in writing and shall have an approval by the Engineer in writing. In any event, even though a cause of delay meets the above-conditions, an extension shall be granted by the Engineer only to the extent that:

- C. The delivery is actually and necessarily delayed.
- D. The effect of such cause cannot be anticipated and avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures (including planning, scheduling, and re-scheduling) whether before or after the occurrence of the cause of delay.

Notwithstanding the above, no extension of time shall be granted for a delay which would not have affected the time of delivery were it not for the fault of the vendor or for other delay for which the vendor is not entitled to an extension of time.

Any reference herein to the vendor shall be deemed to include subVendors and materialmen, whether or not in privity of contract with the vendor, and employees of all the foregoing. Therefore, the vendor shall be charged with a delay caused by a subVendor, materialmen or their employees.

The period of any extension of time shall be that necessary to make up the time actually lost, subject to the provisions of this numbered clause, and shall be only for those units actually delayed. The Engineer may defer all or part of his decision on an extension, and any extension may be rescinded or shortened if it subsequently is found that the delay can be overcome or reduced by the exercise of reasonable precautions, efforts, and measures.

As a condition precedent for an extension of time, the vendor shall give written notice to the Engineer within forty-eight hours after the time when he knows or should know of a cause which might under any circumstances result in delay for which he claims or may claim an extension of time (including those causes for which the Authority is responsible or has knowledge of). The written notice shall specifically state that an extension is or may be claimed and shall identify such cause and describe, as fully as practicable at the time, the nature and expected duration of the delay and its effect on the delivery of various units. Since the possible necessity for an extension of time may materially alter the scheduling, plans, and other actions of the Authority, and since, with sufficient opportunity, the Authority might, if it so elects, attempt to mitigate the effect of a delay for which an extension of time might be claimed, and since merely oral notice may cause

disputes as to the existence or substance thereof, the giving of written notice as above required shall be of the essence of the obligations of the vendor, and failure of the vendor to give written notice as above required shall be a conclusive waiver of an extension of time.

It shall in all cases be presumed that no extension, or further extension, of time is due unless the vendor shall affirmatively demonstrate to the satisfaction of the Engineer that it is due. To this end, the vendor shall maintain adequate records supporting any claim for an extension of time and, in the absence of such records, the foregoing presumption shall be deemed conclusive.

It is the intent of this contract that the vendor shall assume the responsibility for manufacturing the units in a manner acceptable to the Engineer and, consequently, no disapproval by the Engineer of any drawings submitted by the vendor or of any other act or omission of the vendor shall be cause for an extension of time.

The vendor assumes the risk of damages due to delay arising from any acts and causes whatsoever, including, but not limited to, wrongful acts and omissions of the Authority, its officers, employees, Vendors, and agents, and its sole remedy against the Authority shall be an extension of time as set forth herein.

10. Operation, Maintenance, Repair Data And Proprietary Diagnostic Equipment And Programs

The vendor shall provide operations, parts and service manuals. The manuals shall cover the diagnosis and repair of all wheel chair systems, and all subsystems and components. All manuals shall be bound and assembled. Manuals not available as bound "hard" copies shall be provided on cd-roms. Manuals are to be shipped per delivery instructions (see attached Appendix B). **Do not ship the manuals with the unit.**

The shops do not have microfiche readers. The operating and maintenance or shop manual shall be the latest manufacturer's handbook, covering in detail the recommended operating, maintenance, and service procedures.

The repair or shop manual shall include detail drawings, schematic electric and hydraulic diagrams, and complete parts lists for all components of the unit and associated equipment furnished. The vendor shall include a complete set of shop drawings as part of each shop manual.

All manuals shall be in the English language. All dimensions, measurements, and other pertinent data shall be given in U.S. Standard units (i.e., inches, pounds, etc.). (Foreign language terms and metric measurements shall not be accepted.)

All technical support documentation diagnostic tools, equipment, software and programs required by this section shall be delivered at least two weeks prior to the delivery of the first unit. In the event the manuals diagnostic tools, equipment, software and programs

are not delivered as specified above, a retainage amount of 10% will be held by the Port Authority from any payments due under the clause entitled "payments", and will be held until such time that all of the required documentation has been received to the satisfaction of the engineer.

The vendor shall send Parts & Service Manuals diagnostic tools, equipment, software and programs directly to the Port Authority Automotive Shops, as designated at the end of this section. Vendors shall send to the engineer receipts of delivery from each shop, to expedite payment release.

APPENDIX B

DELIVERY INSTRUCTIONS FOR MANUALS

The vendor shall send parts & service manuals directly to the Port Authority Automotive Shop(s), as designated below. Vendors shall send to the engineer receipts of delivery from each shop, to expedite payment release.

<u>Number of Sets of Manuals Required</u>	<u>Delivery Address</u>
____ <u>1</u> ____ Set(s)	Port Authority of NY & NJ LaGuardia Airport Building 84, Automotive Shop Flushing, NY 11371 Attn: John Matsen Tel: 718-533-3570 Fax: 718-457-0382

APPENDIX C

DELIVERY LOCATION FOR VEHICLE

The vendor shall deliver vehicle(s) directly to the Port Authority automotive shops as designated below.

<u>Designated Location</u>	<u>Delivery Address</u>
LaGuardia Airport	Port Authority of NY & NJ LaGuardia Airport Building 84, Automotive Shop Flushing, NY 11371 Attn: John Matsen Tel: 718-533-3570 Fax: 718-457-0382

APPENDIX D

BIDDER'S PRICING SHEET

PARA -TRANSPORT CONVERSION OF CNG VAN
AND EQUIPMENT

\$ _____

FOR BID EVALUATION PURPOSES

	<u># of Units</u>		<u>Unit Price</u>		<u>Total</u>
PARA -TRANSPORT CONVERSION OF CNG VAN AND EQUIPMENT	1	X	\$ _____	=	\$ _____

ALL BIDDERS NOTE

IN THE EVENT OF ANY CALCULATION ERROR (S), UNIT PRICE PREVAILS.

IN THE EVENT A UNIT PRICE IS OMITTED THE PORT AUTHORITY SHALL
HAVE THE RIGHT TO RE-CALCULATE THE TOTAL PRICE DIVIDED BY THE
OF UNITS THUS ARRIVING AT A UNIT PRICE.