**THE PORT AUTHORITY** OF NY & NJ

2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302



Date 07/15/2013

# REQUEST FOR QUOTATION

**Collective# / RFQ Number / Bid Due Date**
0000034178 / 6000 / 08/06/2013
Bids must be received no later than 11:00 AM on the above Bid Due Date.

**Contact person/Telephone**
Luz Santana/201-395-3449

**Deliver Goods/Services To:**
Newark Liberty International Airport
Building #11, Auto Shop
Newark NJ 07114

| Quantity | Description | Unit Price | Total |
|---|---|---|---|
| | Supply and Deliver Magnum Light Towers.<br><br>Attachment: Port Authority of NY & NJ, Purchase Order Terms and Conditions to be made part of this contract.<br><br>These services may be funded in whole or in part by the Federal Transit Administration (FTA). Accordingly, the FTA requirements will be required as part of the agreement and will be applicable to the performance of such services.<br><br>Please Indicate Delivery Lead Time From Receipt Of Purchase Order:_____. | | |
| | **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**

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.

Signed _____

Firm Name _____

Telephone number_____ Date_____

Fax Number_____

Federal Taxpayer ID _____

Bidder Must Sign In Two Places

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.

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_____

**THE PORT AUTHORITY** OF NY & NJ

2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302



**Date** 07/15/2013

# REQUEST FOR QUOTATION

RFQ Number / Bid Due Date

6000 / 08/06/2013

| Quantity | Description | Unit Price | Total |
|---|---|---|---|
| | This is a Formal Bid Invitation<br>Mail Sealed Bids to:<br><br>The Port Authority of NY & NJ<br>Attn: Bid Custodian<br>Procurement Department<br>2 Montgomery Street, 3rd Floor<br>Jersey City, NJ 07302<br><br>by the date and time listed above, where it will be publicly opened and read.<br><br>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.<br><br>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.<br><br>A valid photo id is required to gain access into the building,<br>to attend the bid opening or hand deliver a bid. | | |
| | **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**

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.

Signed _____

Firm Name _____

Telephone number_____Date_____

Fax Number_____

Federal Taxpayer ID _____

**Bidder Must Sign In Two Places**

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.

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_____

**THE PORT AUTHORITY** OF NY & NJ
2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302



# REQUEST FOR QUOTATION

RFQ Number / Bid Due Date
6000 / 08/06/2013

| Quantity | Description | Unit Price | Total |
|---|---|---|---|
| | 12 Magnum Light Towers<br>2013 MAGNUM TOWABLE LIGT TOWERS - MODEL MLT5150 AS FULLY DESCRIBED IN THE ATTACHED SPECIFICATIONS CODE #045-4744-13, Appendix A, B, and C.<br><br>**The item covers the following services:** | | |
| 12 | Magnum Light Towers | | |
| | **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**

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.

Signed _____
Firm Name _____
Telephone number_____Date_____
Fax Number_____
Federal Taxpayer ID _____

**Bidder Must Sign In Two Places**

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.

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_____

PORT AUTHORITY OF NY & NJ

# PURCHASE ORDER TERMS AND CONDITIONS

1. The Port Authority (Authority) reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.

2. WARRANTY – The Seller warrants that the supplies or equipment delivered hereunder shall be free from all defects in material and workmanship and shall comply with all the requirements of this Order for a period of one (1) year from date such supplies or equipment are placed in use.

3. PAYMENT – The Total Delivered price shall include the separate unit and total FOB delivered prices. 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.

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.

4. CHANGES – Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. The Authority may at any time, by a written order, make changes within the general scope of this Purchase Order, in any one or more of the following: (a) drawings, designs, or specifications; (b) method of shipment or packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly. Any claim by the Seller for adjustment under this section must be asserted within 30 days from the date of receipt by the Seller of a notification of change: provided, however, that nothing in this section, "CHANGES," shall excuse the Seller from proceeding with the Purchase Order as changed. Except as otherwise provided herein no payment for CHANGES shall be made, unless the Changes and adjustments in price, if any, have been authorized in writing by the Authority.

5. INSPECTION AND ACCEPTANCE – Inspection and acceptance will be conducted at the destination, unless otherwise provided. Any risk of loss will be the Seller's responsibility until such delivery and acceptance made, unless loss results from negligence of the Authority.

6. VARIATION IN QUANTITY – No variation in the quantity of any item called for by this Purchase Order will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Purchase Order.

7. DEFAULT-DELAYS – The Authority may cancel this Purchase Order in whole or in part in the event that seller fails or refuses to deliver any of the items purchased, within the time provided or otherwise violates any of the conditions of this Purchase Order, or if it becomes evident that the seller is not conducting the work in accordance with the specifications or with such diligence as to permit delivery on or before the delivery date. In the event the Authority cancels this Purchase Order in whole or in part as herein provided, the buyer may procure, upon such terms and in such manner as the buyer may deem appropriate, materials or services similar to those so cancelled and the seller shall be liable to the Authority for any excess costs for such similar materials or services; provided, that the seller shall continue the performance of this Purchase Order to the extent not terminated under the provisions of this article. The rights and remedies of the buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

8. TERMINATION – The Authority may terminate this Purchase Order, in whole or in part, at any time by written notice to the seller when it is in the Authority's best interest. The seller shall be paid for items received and accepted, including shipping costs, if applicable, up to the time of termination. The seller shall promptly submit its termination claim to the Authority to be paid to the seller.

9. FEDERAL, STATE & LOCAL TAXES – 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 is no federal, state, municipal or any other taxes included in the prices shown hereon.

10. 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.

11. Bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.

12. 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.

13. 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.

14. 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 3764, 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/pdf/PA3764A.pdf

15. 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.

16. 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.

17. ADDITIONAL BIDDER INFORMATION
Prospective Bidders are advised that additional vendor information, including but not limited to, forms, documents and other information, including protest procedures, may be found on the Port Authority website at: http://www.panynj.gov/business-opportunities/become-vendor.html

18. FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS (for purchase orders in excess of $2,500) – The attached cited Federal Acquisition Regulation clauses shall be incorporated herein.

# FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

1. INCORPORATION OF FEDERAL TERMS – As used herein, the term "Agreement" shall mean "Purchase Order". This Agreement is anticipated to be partially funded by the Federal Transit Administration.

Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of the FTA terms and conditions.

Each and every provision required by the FTA to be inserted in this Agreement shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If any provision of this Contract shall be such as to effect non-compliance with any FTA requirement, such provision shall not be deemed to form part hereof, but the balance of this Agreement shall remain in full force and effect.

2. FEDERAL CHANGES –The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract. The most recent Federal laws, regulations, policies, and administrative practices apply to this Contract at any particular time, unless FTA issues a written determination otherwise. All standards or limits within the this document are minimum requirements, unless modified by the FTA.

3. NO FEDERAL OBLIGATIONS TO THIRD PARTY – The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal Assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. ORGANIZATIONAL CONFLICT OF INTEREST

A. This Contract may give rise to a potential for an organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under the contract may, without some form of restriction on future activities; result in an unfair competitive advantage to the Contractor.

(i) The Contractor shall have access to confidential and/or sensitive Authority information in the course of contract performance. Additionally, the Contractor may be provided access to proprietary information obtained from other contracted entities during contract performance. The Contractor agrees to protect all such information from disclosure unless so authorized, in writing, by the Authority and to refrain from using such information for any purpose other than that for which it was furnished.

(ii) To the extent that the Contractor either (a) uses confidential and/or sensitive Authority information or proprietary information obtained from other Authority contractors to develop any form of document, report, or plan that is determined by the Authority to be the basis, in whole or in part, of any subsequent solicitation issued by the Authority or (b) develops written specifications that are used in any subsequent solicitation issued by the Authority, the Contractor agrees that it shall not be eligible to compete for such subsequent solicitation(s) as a prime or principal contractor or as part of any teaming arrangement unless the Authority provides, in writing, a specific waiver of this restriction. The duration of any restriction imposed under this subparagraph shall not exceed the length of the initial performance period of any subsequently awarded contract for which the Contractor was ineligible to compete.

B. The Contractor, by submitting its bid or proposal, agrees to the above stated conditions and terms and further agrees to perform all duties under the contract and, in doing so, not to enter into contractual agreements with Authority prime contractors and first-tier subcontractors in such a way as to create an organizational conflict of interest.
C. If the Authority determines that the Contractor has violated any term of this numbered clause, the Authority may take any appropriate action available under the law or regulations to obtain redress to include, but not be limited to, requiring the Contractor to terminate any affiliation or contractual arrangement with an Authority prime contractor or first-tier subcontractor at no cost to the Authority; determining the Contractor ineligible to compete for or be awarded any subsequent or "follow-on" contracts that may be based upon the Contractor's actions under this Contract or violations of this numbered clause, or terminating this Contract, in whole or in part.

4. ACCESS TO RECORDS AND REPORTS - The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to the Contractor's records and construction sites pertaining to the project.

The Contractor agrees to provide the Authority, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor shall make available records related to the contract to the Authority, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after final payment is made by the Authority and all other pending matters are closed, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

This requirement is independent of the Authority's requirements for record retention contained elsewhere in the contract documents.

5. CIVIL RIGHTS

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, and section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract related to this project, modified only if necessary to identify the affected parties.

6. CARGO PREFERENCE – USE OF UNITED STATES FLAG VESSELS – If this Contract involves equipment, materials, or commodities that may be transported by ocean vessels, the Contractor herein agrees:

a. To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

b. To furnish within twenty (20) days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the FTA Administrator and grantee (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20230.

c. To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

7. ENERGY CONSERVATION – The Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §6321 et seq. The Contractor also agrees to ensure that all work performed under this Contract including work

performed by a Subcontractor is in compliance with the requirements of this Section.

8. FLY AMERICA – The Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for this Contract unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

9. PREFERENCE FOR RECYCLED PRODUCTS – The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recover Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMETNS OR RELATED ACTS

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. The Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or project. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract, financed in whole or in part with Federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract related to this Contract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

11. CERTIFICATION, DEBARMENT AND SUSPENSION – This contract is a covered transaction for purposes of 2 cfr parts 180 and 1200. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 cfr 180.995, or affiliates, as defined at 2 cfr 180.905, are excluded or disqualified as defined at 2 cfr 180.935 and 180.940. The Contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid, the bidder certifies as follows: The certification in this clause is a material representation of fact relied upon by the Port Authority of New York and New Jersey. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to the Port Authority of New York and New Jersey, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. ADA ACCESS REQUIREMENTS - Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

13. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.

B. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Port Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Port Authority. In addition, is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Port Authority and contractor's receipt of the partial retainage payment related to the subcontractor's work.

D. The contractor must promptly notify Port Authority, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Port Authority.

14. BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a

general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

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: 045-4744-13
DATE: March 26, 2013

SPECIFICATIONS FOR:

LIGHT TOWERS, TOWABLE – MAGNUM MLT5150

THESE SPECIFICATIONS COVER THE FURNISHING OF A THE LATEST PRODUCTION MODEL DIESEL-POWERED MAGNUM TOWABLE LIGHT TOWER MODEL MLT5150 AS DESCRIBED IN THE FOLLOWING SPECIFICATIONS, THROUGH THE GSA CONTRACT NO.GS-06F-0068R WITH UNITED RENTALS, EQUIPMENT CLASS CODE: 320-4000.

THE UNIT(S) AND ASSOCIATED COMPONENTS, FEATURES, AND EQUIPMENT SHALL BE FURNISHED NEW, 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(S) AND ALL EQUIPMENT SHALL BE THE MANUFACTURER'S LATEST CURRENT PUBLISHED STOCK MODEL(S), WHICH MEETS THE REQUIREMENTS OF THESE SPECIFICATIONS.

1. MAGNUM LIGHT TOWER, MODEL MLT5150
2. 4-STROKE DIESEL ENGINE – MITSUBISHI MODEL S4L2-W461ML
3. MARATHON GENERATOR – 15-KW, 120/240V, 60HZ, 1 PHASE
4. LOW OIL/HIGH TEMPERATURE AUTOMATIC SHUTDOWNS
5. PROTECTIVE START LIMIT BREAKER
6. INDIVIDUAL LIGHT BREAKER SWITCHES
7. SIX CYLINDRICAL BALLASTS
8. ELECTRIC WINCH, OPTION
9. ELECTRIC WINCH, BATTERY DISCONNECT, OPTION
10. FUEL TANK CAPACITY – 60 GAL., OPTION
11. 6 – 1000 W METAL HALIDE LIGHTS, OPTION
12. LOCKABLE BATTERY DISCONNECT, OPTION
13. 2-AMP TRICKLE CHARGER, OPTION
14. OIL DRAIN VALVE, OPTION
15. 720 CCA WET CELL BATTERY(IES), OPTION
16. INTERIOR CABINET LIGHT, OPTION
17. 3" HEAVY DUTY PINTLE RING, OPTION
18. LEVEL INDICATOR, OPTION
19. AUTO-LIGHT CONTROL MODULE, OPTION
20. STANDARD MANUFACTURER'S WARRANTY
21. 12 SETS OF KEYS (IF FACTORY EQUIPPED)
22. JACK, TUBE & SLEEVE, OPTION
23. MANUAL PARKING BRAKE, OPTION
24. CAP, FUEL TANK - W/ LANYARD – PAINTED GREEN, OPTION
25. MINIMUM ¾ TANK FUEL AT DELIVERY (UNITS WITH LOW FUEL WILL BE REJECTED)

# APPENDIX A

## AUTOMOTIVE PROCUREMENT
## STANDARD CONTRACT TERMS AND CONDITIONS

### 1. Intent

These specifications cover the furnishing of the latest production diesel-powered Magnum Towable Light Tower, Model MLT5150, (hereinafter, the "vehicle(s)") and equipment as described in these specifications.

### 2. Definitions

Director:
For the purposes of this agreement, the term "Director" shall mean the Director of the Procurement Department of the Port Authority of New York and New Jersey 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 Commodities and Services Division of the Procurement Department acting either personally or through her duly authorized representatives acting within the scope of the particular authority vested in them.

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**Insurance Procured By Vendor CITS#**

The vendor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with contractual liability language covering the obligations assumed by the vendor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the vendor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

**<u>Commercial General Liability Insurance</u> - $2 million combined single limit per occurrence for bodily injury and property damage liability.**

**<u>Commercial Automobile Liability Insurance</u> - $2 million combined single limit per accident for bodily injury and property damage liability.**

**<u>Garage-keepers' Legal Liability</u> - $100,000 per location in the Comprehensive Form**
**(IF APPLICABLE)**

In addition, the liability policy (ies) shall name "The Port Authority of NY & NJ and its related entities," as additional insureds, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insureds condition and severability of interests so that coverage will respond as if separate policies were in force for each insured. Furthermore, the vendor's insurance shall be primary insurance as respects to the above additional insured (s), its representatives, officials, and employees. Any insurance or self-insurance maintained by the above additional insured (s) shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

**The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:**

*"The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority."*

The vendor shall also take out, maintain, and pay premiums on **<u>Workers' Compensation Insurance</u>** in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than $1 million each accident.

Each policy above shall contain an endorsement that the policy may not be canceled, terminated, or modified without thirty (30) days prior written notice to the Port Authority of NY and NJ, Attn: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, The General Manager, Risk Management for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the vendor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), including but not limited to the cancellation notice endorsement along with agreement/contract number prior to the start of work. The General Manager, Risk Management must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the vendor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the vendor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the vendor to the Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the vendor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Vendor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the vendor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the vendor against the obligations imposed on them by law or by this or any other Contract. CITS# 4300N

## 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 fourteen (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 fourteen (14) days shall be cause for the Authority to cancel the contract without any further obligation to the dealer.

## 4. Title to Units

Upon delivery and payment for each vehicle, all portions of the vehicle and all components installed on the vehicle, which had not previously become Port Authority property under the provisions of paragraph no. 5 below entitled "Final Payment," shall become the property of the Port Authority. The vendor shall furnish to the Port Authority all such bills of sale and certificates of title or origin and other instruments as may be required, assuring the Authority of title to all materials free of liens and other encumbrances.

## 5. Final Payments

After the satisfactory delivery of all vehicles/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 no. 6 below 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 Port Authority 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 they shall not be entitled to, and hereby waives any right they 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 six percent (6%) per annum for the period, if any, in which such interest is due.

## 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 vehicle(s), 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 twenty-four (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.) The vendor is 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 any Port Authority facility, the vendor shall be fully responsible for each complete vehicle(s)/equipment and/ or component(s) of vehicle(s)/equipment 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 vehicle(s), 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 seventy two (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 however, shall remain the responsibility of the vendor to meet the seventy two (72) hour delivery requirement.

## 8. Vehicle Up-fitting

Prior to delivery, the vendor, United Rentals, will Up-fit each unit with a Port Authority logo decal and a Port Authority issued vehicle number on each side of the unit. The Port Authority Engineer or representative shall determine the location of these decals. The vendor shall also install a round 7-pole trailer plug in place of the standard trailer plug. The Port Authority will supply the decals, the trailer plugs to the vendor at no charge. The vendor agrees to install these Port Authority supplied items, at no additional charge, to the Port Authority before the vehicles/equipment are delivered to the Port Authority.

## 9. Servicing Before Delivery (Make-ready)

Prior to delivery, each vehicle shall be completely serviced by the vendor in the vendor's shop, including engine tune-ups, lubrication proper fluid levels, and wheel alignment. All vehicle and

systems on the unit shall be fully serviced and filled with all required fluids, and be ready for the full in-service operation. A copy of the vendor final inspection form shall be forwarded to the Engineer with the invoice.

## 10. Certificate of Origin / Certificate of Ownership

The vendor shall submit to the Engineer (listed on the purchase) a minimum of seven (7) days before delivery of each unit the following:

- Official Laden And Unladen Weight Certificate
- All such bills of sale and certificates of title or origin and other instruments as may be required, assuring the Port Authority of title to all materials free of liens and other encumbrances.

The above documents shall be sent to the Engineer at the following address:

The Port Authority of New York and New Jersey
Central Automotive Division
241 Erie Street, Room 307
Jersey City, New Jersey 07310-1397
Attention: Steve Tkach

All licensing statements shall be sent to the above address but shall show the legal address as follows:

The Port Authority of New York and New Jersey
225 Park Avenue South
New York, New York 10003

## 11. Vehicle Registration, Inspection, and License Plates

Port Authority vehicles can be registered in either New York or New Jersey. The vendor shall conduct the required safety inspections in either state. As an option, the vendor will furnish the titles, registrations, and license plates in accordance with the requirements of either State, as determined by the Engineer, once the vendor receives delivery of the units. Documents must indicate ownership by:

Port Authority of NY & NJ
225 Park Avenue South
New York, NY 10003

## 12. 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. 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" below shall not be impaired.

## 13. Delivery

The vendor shall deliver all vehicle(s) to the delivery location(s) indicated in 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 one hundred and fifty (150) calendar days commencing from the Port Authority Purchase Order Date after receipt, by it, of the acceptance of its proposal.

The vehicle(s) shall be shipped for sidewalk delivery to the location(s) indicated in Appendix C. Sidewalk delivery is defined as the vendor's responsibility for removing the vehicle(s) from the truck and placement onto the location designated by receiving personnel.

Vehicle(s) 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 Appendix C.

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 award and neither was, not 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 subcontractor 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 subcontractor, 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.

## 14. Operation, Maintenance, Repair Data and Proprietary Diagnostic Equipment and Programs

The vendor shall provide operations, parts and service manuals. 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 or other piping 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.

Where components or equipment of several manufacturers have been used in assembling the unit, the manuals shall include operating, maintenance, and repair manuals and parts lists of all manufacturers, covering all of the components used.

Where the vendor or manufacturer uses components manufactured by others in building equipment which it sells under its own trade name, the vendor shall furnish the parts numbers and full data from the original manufacturers for all components used, as well as the part numbers it may assign to these components as being parts of its product.

In addition to the manuals, all proprietary diagnostic tools, equipment, software and programs (solely provided by the manufacturer and not available as an aftermarket product) shall be provided as recommended by the manufacturer for diagnostics and maintenance of the unit(s). When such diagnostic tools, equipment, software and programs require updating, maintenance contracts, or subscriptions, the vendor will offer such services to the Port Authority as though the Port Authority was a dealer or distributor, at dealer or distributor pricing, for as long as the vehicles are owned by the Port Authority.

The manuals diagnostic tools, equipment, software and programs shall be furnished in sets. Each set shall include an operator's manual, parts catalog, shop repair manual, and diagnostic tools, equipment, software and programs.

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 ten percent (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 indicated in Appendix B. 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.

| **Number of Sets of Manuals Required** | **Delivery Address** |
|---|---|
| 12 Set(s) | Port Authority of NY & NJ<br>Port Authority Technical Center<br>Central Automotive Division<br>241 Erie Street, Room 307<br>Jersey City, NJ 07310<br>Attn: Frank Barbato<br>Tel: 201-216-2371<br>Fax: 201-216-2355 |

# APPENDIX C

## DELIVERY LOCATION FOR VEHICLE

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

| Designated Location | Delivery Address |
|---|---|
| **Port Authority of New York & NJ** | 12 Units to:<br>Newark Liberty International Airport<br>Building #11, Auto Shop<br>Airport Street<br>Newark, NJ 07114<br>Attn: Glen Greico<br>Tel: (973) 961-6042<br>Fax: (973) 961-6530 |