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

Date 07/16/2013

REQUEST FOR QUOTATION

Collective# / RFQ Number / Bid Due Date
0000034186 / 6000 / 08/01/2013
Bids must be received no later than 11:00 AM on the above Bid Due Date.

Contact person/Telephone
Shanta Nelson/201-395-3480

Deliver Goods/Services To:
Port Authority Technical Center
241 Erie Street - Room 105
Jersey City NJ 07310

Quantity	Description	Unit Price	Total
	Rebid - Mechanical Street Sweepers (Non-Vacuum)- Three (3) Year Requirements Contract. Supply Mechanical Street Sweeper (non-vacuum) rentals on an as needed basis. Contract to commence on or about 8/05/2013 TO 8/4/2016, with two (2) one(1) year options. Attachments: "Contract for the Rental of Mechanical Street Sweepers Street Sweepers" to be made part of this Contract. Contract Administrator: Steve Tkach Extension Period: The Port Authority shall have the absolute right to extend the term of this contract for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, the Port Authority will advise the Contractor, in writing that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.		
	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.

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 08/01/2013

Quantity	Description	Unit Price	Total
	Termination: In addition to any other right of termination under this Agreement, this Contract may be terminated by the Port Authority with or without cause at any time during the term or extend term of this Contract upon(5)days written notice to the Contractor. Termination shall be by certified mail. 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_____.		
	PLEASE QUOTE FULLY DELIVERED PRICES	**PAYMENT TERMS**	**Total Delivered Price**

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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 _____

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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' 08/01/2013

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

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

Bidder Must Sign In Two Places

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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
6000112050 / 08/01/2013

Quantity	Description	Unit Price	Total
	The item covers the following services:		
2.00	Mechanical Street Sweeper Rentals		
	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.

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_____

PA280/9-03

TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsiblity, 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.

Contract for the Rental of Mechanical Street Sweepers

PART I - CONTRACT DESCRIPTION

- GENERAL AGREEMENT

PART II - SPECIFICATIONS

- UNIT SPECIFICATIONS

PART III - PRICING SHEET

- ENTRY OF CHARGES/PRICE PAGE

PART I – CONTRACT DESCRIPTION

1. GENERAL AGREEMENT

This is a Three (3) year Requirements Contract with the lowest qualified Bidder to supply bare rentals of Street Sweepers for use at the Port Authority's facilities. The estimated maximum number of mechanical Street Sweepers to be rented at any given time is two (2). This estimated quantity and frequency of rentals are for bid evaluation purposes only. The Port Authority does not guarantee the actual number of Street Sweepers that will be required during the term of this contract but will guarantee at lease a Six (6) month rental of One (1) Street Sweeper unit during the first year of the contract.

Category	Description	Estimated Quantity*
I	Mechanical Street Sweepers (Non-Vacuum)	2

* Estimated maximum number of units needed at any one time

2. DURATION

The initial term of this contract shall be a Three (3) year Requirements Contract. The Port Authority shall have the option to extend this contract for up to two (2) consecutive one (1) year periods. Should the Port Authority elect to exercise the option(s), it shall notify the Contractor in writing at least thirty (30) days prior to the expiration date of the contract, and, if applicable, the extension period thereafter.

3. OPTIONS AND ESCALATIONS

For each year (s) of the Option Period that is applicable to this Contract and is exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration" in Part III, hereof) the Port Authority shall adjust the compensation due the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUUSA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index).

For the first one (1) year Option Period of the Contract, the Price Index shall be determined for the months of February 2015 and February 2016. The amount payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for February 2016 and the denominator of which is the Price Index for February 2015. The resulting product shall be the amounts payable to the Contractor in the first Option Period.

For the second one (1) year Option Period of the Contract, the Price Index shall be determined for the months of February 2016 and February 2017. The amounts payable to the Contractor in the first Option Period shall be multiplied by a fraction the numerator of which is the Price Index for February 2017 and the denominator of which is the Price Index for February 2016. The resulting product shall be the amounts payable in the second Option Period.

In the event of a change in the basis or the discontinuance of the publication by the United States Department of Labor of the Price Index, such other appropriate index shall be substituted as may be agreed to by the parties hereto as properly reflecting changes in value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it deems appropriate. Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three (3%) percent per annum. The percentage adjustment for materials, parts and components shall not be subject to adjustment.

The amounts payable to the Contractor during the 120-day Extension Period shall not be subject to adjustment. Labor and Service cost of the 120-day Extension shall be same as in effect during the current year prior to the start of the 120-day Extension Period.

If, after an adjustment referred to in this Section, the Index used for computing such adjustment shall be changed or adjusted, then the amounts payable to the Contractor for that period shall be recomputed. If such re-computation results in a smaller increase in the amount payable to such period, then after notification of the change or adjustment, the recomputed amounts shall be in effect and upon demand by PA, the Contractor shall refund to PA excess amounts theretofore paid by PA for such period.

4. DELIVERY OF RENTAL UNITS

The Contractor shall provide delivery of the requested rental equipment within 48 hours from telephone notification to the Contractor by authorized Port Authority personnel. Unless otherwise specified at the time of order, all equipment shall be delivered to a designated Port Authority location (See the page with Port Authority Facility locations and addresses at the end of the Contract). Failure to deliver the ordered equipment within 72 hours from notification or by the date requested if more than 72 hours, may be considered a breach of this contract and the Contractor may be held liable for all costs associated with procuring an equivalent replacement piece of equipment from another Contractor. The Port Authority may also liquidate damages at $50.00 per day from the total amount due on the next invoicing until the equipment is delivered and fully accepted.

Delivery of all units shall be "on the ground" with the unit fully assembled, serviced, fueled and ready for operation. The Port Authority will not, under any circumstances, provide staff or equipment to assist in loading, unloading or assembly of the rental unit.

5. REMOVAL OF RENTAL UNITS

The Contractor shall be responsible for the removal of each rental unit at the end of the rental period within 24 hours from notification by authorized Port Authority personnel. Notification shall be via telephone, email or fax to the Contractor. The Port Authority shall have the right to deduct storage fees of $50.00 per day from the total amount due on the next invoicing for any equipment not picked up in the 24-hour period.

6. ACCEPTANCE AND RETURN

The Port Authority reserves the right to reject a unit that does not meet the specifications listed under **Part II**, **Specifications**, or is deemed unsafe by the Port Authority. If the Port Authority does not accept delivery of a unit for any of the above referenced reasons, the Contractor shall be responsible for the removal of the unit, including any costs associated with the delivery and pickup of the rejected unit. The Contractor shall then replace the rejected unit with a unit meeting the specifications and safety requirements set forth by the Port Authority and delineated in **Part I**, **Section 14-SAFETY** and **Part II**, **Specifications**. The replacement unit shall be delivered to the Port Authority within 24 hours of the first delivery. If the Contractor cannot provide a unit in the time specified, the Port Authority reserves the right to seek an alternate source of supply. The Port Authority also reserves the right to assess damages as follows. The Contractor may be held liable for all costs associated with procuring an equivalent replacement rental unit from another Contractor. In addition the Port Authority may also liquidate damages at $50.00 per day from the contract compensation until the requested equipment is delivered to the Port Authority.

The Contractor shall provide a comprehensive check-list/acceptance sheet for the rental unit at the time of delivery. The Contractor and a Port Authority representative, upon inspection of the unit, shall sign for the condition of the unit at the time and date of delivery, listing all damage or missing items from the unit. A Port Authority representative may take pictures of the unit at delivery and/or pickup times. The Contractor must record the name, employee number and signature of the individual accepting the unit, the date, time and location of the delivery, and the serial number, property number, or other discrete identifier of the rental unit delivered. A copy of this delivery acceptance sheet shall be provided to the Port Authority representative immediately.

The Contractor shall provide a copy of the same check-list/acceptance-sheet at the time the unit is picked up by the Contractor. The Contractor's representative and a Port Authority representative shall sign for the condition of the unit at time of return. A copy of this pick-up acceptance sheet shall be provided to the Port Authority representative immediately.

Failure to provide a copy of the check-list/acceptance sheet to a Port Authority representative will make null and void any claims by the Contractor for damage to the rental unit. Also claims for damage or missing item(s) not indicated on the signed check-list/acceptance sheets clearly indicating the damage or missing item(s) at the time of pick up will not be considered.

The Contractor may use standard printed comprehensive check-list/acceptance-sheets, however, the language contained in this contract supersedes however any terms, conditions, or other statements or language printed on the Contractors form.

7. DISCLAIMER

Estimated usage, quantities and/or duration of rentals are for bid evaluation purposes only and do not guarantee what quantity, if any, may be rented from the Contractor. Except as noted in Part I, paragraph 1.

8. FUELING

Equipment must be supplied with a full tank of fuel upon delivery. The Port Authority will not guarantee nor be responsible nor be charged for any fuel on rental units returned to the Contractor with low fuel levels.

9. LICENSE PLATES

All units must be delivered with valid License Plates for use on public roads if necessary as deemed by the State of New York or New Jersey. Vehicles must be registered in and have license plates from either the state of New York or the state of New Jersey. The Port Authority will not accept units with "In Transit", "Temporary", "Dealer" or any other state License Plates.

10. TRANSMISSIONS

All units shall be equipped with fully Automatic Transmissions. The Port Authority will not accept standard shift transmissions.

11. TERMINATION

The Authority reserves the right to cancel this contract without cause, at no cost or penalty to the Port Authority, upon written notice to the Contractor. In the event of such a cancellation written notice will be provided to the Contractor five (5) days prior to the effective date of the cancellation of such contract.

12. PAYMENT

The Contractor shall be paid only for rentals properly authorized and actually delivered and thereafter accepted by the Manager, or his authorized representative, in accordance with the terms and conditions set forth in this specification.

The Port Authority's standard terms of payment are net thirty (30) days upon completion of the rental month and the receiving of a currently dated invoice. Port Authority shall review any invoice bearing dates other than the current month to determine if charges are substantiated. If for any reason these invoices cannot be substantiated, the invoice will be returned unpaid to the Contractor.
Invoices will be reviewed by Port Authority personnel to verify that the charges conform to the rates quoted by the Contractor herein.

ALL invoices MUST include ALL of the following information for each piece of equipment rented to the Port Authority:

- Make, model number and year of manufacture of the rented unit.
- Serial or VIN number of the rented unit.

- Automotive Request Number (RQ#). RQ#'s are provided to the Contractor at the time the rental order is placed along with the first name, last name and the phone number

of the Port Authority Representative who requested the unit. Invoices that do not reference an RQ# will be returned to the Contractor unpaid.

- Port Authority Purchase Order number.
- Rental charge period. Start and end date of each rental month.
- Copies of both of the signed delivery and pickup comprehensive check-list/acceptance-sheets with the first invoice for newly rented equipment and last invoice for the returned rented equipment respectively.
- Detailed information on any charges for damage, or missing parts. For damage the Port Authority requires a written estimated from an independent estimator. (Note: All damage claims must be submitted with the last rental invoice. Claims made after the rental invoice has been submitted to and paid for by the Port Authority will not be honored.)

The Contractor shall send all invoices and any correspondence regarding rentals to:

Port Authority of NY & NJ
Central Automotive Division
241 Erie Street, Room 307
Jersey City, NJ 07310-1397
Attention: Contract Administrator-Rentals

13. AUDIT

For the duration of this agreement and for a period of two (2) years thereafter, the Contractor shall maintain such records as may be required by the Port Authority to substantiate the prices charged the Port Authority under this agreement. The Port Authority shall have the right to audit such records for the purpose of ascertaining whether the Port Authority has paid to the Contractor prices in excess of those to be specified herein. If an audit discloses that the Authority has paid to the Contractor prices in excess of those to be charged as specified herein, the Contractor shall refund to the Port Authority the excess charges and/or the Port Authority may withhold out of any payment otherwise due the Contractor the amount of such overcharge.

14. SAFETY

The units shall comply with all current, applicable DOT, FMVSS, Federal, NY and NJ State and Local requirements, as well as OSHA Safety Standards for Equipment. The delivered units shall be in a safe operating condition as determined by the Port Authority Engineer or an assigned designee. A safety and operational checklist must be incorporated into the Contractor's acceptance and delivery form.

15. TRAINING

The Contractor shall provide safety and operational training for each rental at no additional cost to the Port Authority. This training shall be performed at the time of delivery and shall be adequate to insure the operator is capable of and comfortable with operating the unit. Training will include that the operator will be familiarized with the capabilities and limitations of the unit. The Contractor shall provide a receiving sheet having a space indicating the name and signature of the employee trained.

16. REPAIRS

The Contractor shall be responsible for all routine maintenance and repairs needed on rented equipment without additional charges of such to the Port Authority of NY & NJ where the need of a repair arises despite the Port Authority's proper use of the unit and is not due to accident, intentional willful act or abuse. The Contractor shall perform all repairs within 24 hours of telephone notification by Port Authority personnel. If repairs cannot be made within this time period, the Contractor will supply an equal replacement within this time. If repair or replacement is not made within 24 hours, the Port Authority may liquidate damages at twice the daily rental rate from the contract compensation until the time repair or replacement is made. In the event any unit is rented for more than 30 continuous days, the Port Authority retains the right to perform minor repairs and routine maintenance at its own discretion. The Port Authority is **not** responsible for **"normal" wear and tear** of equipment/vehicles.

17. RECOVERY DUE TO A LOSS

Net Asset Value is the "fair market value" of the rental equipment listed on the **Part III, Pricing Pages**, and shall not be more than the original cost of the rental equipment listed on the **Pricing Pages**, less any applicable depreciation. The Contractor shall insert on the **Pricing Pages** the Net Asset Value of the rental vehicles. The Net Asset Value is the price that the Contractor could seek from the Port Authority should the rental equipment be stolen or totaled during the term of the rental. The depreciation shall be calculated by taking $1/10^{th}$ of the original Net Asset Value off for each calendar year from the date of vehicle manufacture. When the vehicle has reached an age of ten years or more the depreciation shall remain at $1/10^{th}$ of the original Net Asset Value of the vehicle. In the event of a loss, the Port Authority may settle such loss by paying the imputed Net Asset Value of said vehicle, at the time of the loss.

If the Port Authority settles such loss by payment to the Contractor for the loss, the Contractor will sign the title of the said vehicle over to the Port Authority and the Contractor will then waive its right to any further claims for this loss against the Port Authority and the Contractors insurance company.

If at any time the Port Authority does not agree to the listed Net Asset Value that the Contractor has indicated on the Pricing Pages, the Port Authority may, at its option, retain a mutually agreeable equipment appraiser to perform an appraisal in order to determine the Net

Asset Value. The Port Authority and Contractor agree to accept the findings of the appraisal, as the Net Asset Value.

18. MAXIMUM RENTAL CHARGES OVER THE CONTRACT PERIOD

The maximum monies paid by the Port Authority for any single continuous rental during the Contract Period, including extension option periods, shall not exceed the Net Asset Value of the rental vehicle plus Contractor's profit and overhead. The Net Asset Value shall not exceed, in any case, the Manufacturer's Suggested Retail Price (MSRP) of a current model (i.e. most recent vintage) vehicle that is the same make and model as the vehicle rented to the Port Authority. The current Maximum Asset Recovery amount will be calculated by taking the numbers that the Contractor has supplied on Part III-Pricing Pages, from the Declared Unit Value (Net Asset Value) entry and Maximum Asset Recovery percentage entry, then multiplying the two numbers together. The result of this calculation will then be added to the original Declared Unit (Net Asset Value) value, yielding the maximum amount of money the Port Authority will pay for the same rental vehicle during the Contract Period. The Contractor shall enter the Maximum Asset Recovery percentage in the space provided on the Part III-Pricing Pages. The range of the Maximum Asset Recovery shall be 0% to 35%. The maximum percentage to be recovered for profit and overhead shall be no more than 35%. The Declared Unit Value (Net Asset Value) listed on Part III, the pricing page will be reduced by 10% in value from the original Net Asset Value for each additional year old the vehicle becomes that is on rent to the Port Authority. A vehicle provided by the Contractor shall not go below 1/10th of the value of the original Declared Unit Value (Net Asset Value) listed for a vehicle that is more than Ten (10) years old.

Example: It is the year 2013 The Contractor lists a 2011 Ford F150 as the vehicle they are going to supply to the Port Authority for rental. The Contractor declares the net asset value of this vehicle as $22,000.00. The Contractor then supplies the 2011 Ford F150 to the Port Authority in the year 2013, the vehicles net asset value of $22,000.00 will be reduced by 10 percent of the original Net Asset Value per year old. This vehicle's imputed Net Asset Value is $17,600.00.
When a rental cost to the Port Authority for an individual vehicle reaches maximum amount to be recovered by the Contractor, no further rental payments will be paid by the Port Authority, other than for repairs due to damaged and/or missing items, and the Port Authority shall have the option of buying the rental vehicle for one dollar upon written notice to the Contractor.

If the Port Authority has chosen to purchase the vehicle for one dollar, the Contractor will provide the Port Authority with a clear title to the vehicle at no additional charge within 30 days of receipt of payment.

Titles shall be sent to: The Port Authority of NY & NJ
241 Erie St., Room 307
Jersey City, NJ 07310
Attention: Rental Coordinator

19. VEHICLE PURCHASE OPTION

At any time during the contract period, including extension periods, if any, prior to the rental cost to the Port Authority reaching the maximum amount to be recovered as stated in **Part III, Pricing Pages**, by the Contractor, the Port Authority may elect to purchase the rented equipment providing the Port Authority has rented this vehicle for twelve continuous months and upon thirty days written notice to the Contractor. The purchase price to the Port Authority shall be the maximum amount to be recovered by the Contractor minus all rental payments made and owing by the Port Authority at the expiration of the thirty-day notice period, the final rental installment to be prorated to the expiration of the thirty-day notice period. Payment shall be made within seven (7) working days of the expiration of the notice period. The Contractor shall provide the Port Authority with a clear title to the vehicle at no additional charge within 30 days of receipt of payment.

The Contractor will not be able to change out a vehicle to sell during the Contract period for any reason unless directly requested by the Rental coordinator. Vehicle change outs will only be done due to a failure of rental vehicle and the repair not being within the scope of this Contract or the Port Authority's ability to repair the vehicle.

Titles will be sent to: The Port Authority of NY & NJ
241 Erie St., Room 307
Jersey City, NJ 07310
Attention: Rental Coordinator

20. RENTAL TERMS, RATES AND DEFINITIONS

The Rental Period - The rental period will begin on the date the rental unit is delivered to the designated facility and is accepted as a working unit. The period will end on the date when the rental unit is called off rent. The Contractor will provide a confirmation number at the time the rental is called off rent.

Rental Month - A Rental Month shall equal one-twelfth (1/12) of a calendar year (e.g. 6/1/03 to 6/30/03, 7/15/03 to 8/14/03)

Monthly Rate – The Monthly Rate is the charge for renting the unit for one Rental Month. This will include all of the charges required for the rental unit during the period.

Daily Rate – The Daily Rate shall equal one-thirtieth (1/30) of the monthly rate. Rentals that are less than a Rental Month shall be billed on a pro rata basis at 1/30 of the monthly rate for each calendar day. This will include all of the charges required for the rental unit during the period.

Vehicle Purchase Option – The Option to purchase the rental vehicle at any time during the Contract period if the Port Authority chooses to do so. Terms as stated in **Part I, Paragraph 19.**

Maximum Rental Charges Over The Contract Period – The maximum amount the Port Authority will pay for a rental as listed by the Contractor in **Part III, Pricing Pages** due to a loss or if the Port Authority chooses to purchase the vehicle. (This amount shall be reduced by all of the rental amounts paid and owed by the Port Authority. The Contractor shall provide a clear title for the vehicle to the Port Authority at no additional charge within 30 days of receipt of the payment.)

Delivery and Pick up Charges - The amount charged to deliver and pick up the unit at the beginning and the end of the rental respectively. The **Delivery Charge** shall be included on the first invoice for the delivered unit. The **Pick up Charge** shall be included on the last invoice for the picked up unit.

The above terms and definitions shall apply to all the rentals under this agreement. Rates submitted on the attached bid evaluation calculation sheets shall be the rental rates under the terms of the agreement upon award.

21. INDEMNIFICATION

The Port Authority shall indemnify and hold harmless the Contractor from and against all claims and demands for death, personal injury and for damages to tangible property, of third persons (including employees, officers, Contractors and agents of the Port Authority), arising out of the Port Authority's use of the units furnished by the Contractor under this Contract, and for all expenses incurred by Contractor in the defense, settlement or satisfaction thereof, but only to the extent such claims and demands do not arise from the negligence or willful intentional acts of the Contractor. As a condition precedent to such indemnification, Contractor shall tender the defense of any such claims or demand to the Port Authority, which may use the services of counsel of its choice in such defense, and the Contractor shall cooperate with the Port Authority and its counsel in such defense, including any settlement of such claims or demands.

The Contractor shall indemnify and hold harmless the Port Authority from and against all claims and demands for death, personal injury and for damages to tangible property of the Port Authority and of third persons (including employees, officers, Contractors and agents of the Port Authority), arising out of the Port Authority's use of the units furnished by the Contractor under this Contract, and for all expenses incurred by the Port Authority in the defense, settlement or satisfaction thereof, but only to the extent such claims and demands arise from the negligence or willful intentional acts of the Contractor. As a condition precedent to such indemnification, the Port Authority shall tender the defense of any such claims or demand to the Contractor, which may use the services of counsel of its choice in such defense, and the Port Authority shall cooperate with the Contractor and its counsel in such defense, including settlement of such claims or demands.

22. INSURANCE PROCURED BY THE CONTRACTOR

The Contractor 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 Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor 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:

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

Automobile Liability Insurance - $ 2 million combined single limit per accident for bodily injury and property damage liability.

The liability insurance limits listed above shall be a minimum of $25 million combined single limit per occurrence on airside.

In addition, the liability policy-(ies) shall name "The Port Authority of NY and NJ and its wholly owned 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 cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Contractor'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 Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance 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, Att: 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 Contractor 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), stating the 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 Contractor 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 Contractor 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 Contractor to the Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least thirty (30) 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 Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. **CITS#3943N**

PART II - SPECIFICATIONS

At the start of the contract and throughout the contract term, including all option periods, all of the rental equipment delivered to and in use by the Port Authority shall be less than Six (6) years old. If the rental equipment delivered to the Port Authority becomes Seven (7) years old, the Rental equipment shall be exchanged to a newer model unit.

Example: A Rental piece delivered to the Port Authority in 2013 is a model year 2007, in 2014 the rental piece would no longer meet the contract terms and the unit would need to be exchanged for a 2008 or newer model year.

In addition, Specifications listed below are general in nature but apply to all Rental Equipment supplied to the Port Authority under this rental agreement. Any unit not meeting these general specifications, in addition to any specific requirements not stated herein shall be returned to the Contractor as not rented.

The Specifications are general in nature but apply to all Street Sweepers supplied to the Port Authority under this rental agreement. Any unit not meeting these general specifications, in addition to any specific requirements not stated herein shall be returned to the Contractor as not rented.

Specifications For: - Street Sweepers.

- All Vehicles must be in compliance with New York City Local Law No. 77.
  - "Nonroad Vehicle" means a vehicle that is powered by a nonroad engine, fifty horse power and greater.
  - Any Diesel-powered nonroad vehicle that is owned by, operated by or on behalf of, or leased or rented by the Port Authority shall utilize the best available technology for reducing the emission pollutants.

- Less than Six (6) years old at the time of delivery to the Port Authority.

- Vehicle shall be an Elgin F series or an equivalent mechanical type sweeper*.

- Shall be equipped with a rear Main Broom.

- Shall be equipped with 2 Side Brooms(Gutter Brooms), One left side and One right side.
- Shall are required to have a rear mounted arrow board on the vehicle with the controls mounted in the cab of the vehicle.

- Shall be equipped with a yellow rotating beacon or light bar.

- Shall have heated and air conditioned enclosed cab.

- Shall be equipped with a diesel engine(s).
- Equipped with standard audible backup warning device.

- Equipped with automatic transmission.
- Shall have placards indicating "Slow Moving Vehicle".
- Vehicles must be registered in the state of New York or the state of New Jersey and have valid License Plate(s) for use on public roads as required by the States of New York and/or New Jersey.
- Vehicles shall have an up to date state inspection sticker if required and a valid original or duplicate state issued registration from the state in which the vehicle is registered as required. (No photocopies will be accepted)
- Vehicle shall have a valid insurance card as issued by the insurance company (No photocopies will be accepted).

All units must meet the requirements listed under Section 14-**SAFETY**.

***Approved equals shall be determined by a designated Port Authority representative.**

PART III - PRICING PAGES

CATEGORY I: Street Sweeper

Year _____ Make _____ Model _____

Declared Unit Net Asset Value (Cost of Vehicle minus depreciation): = $_____
(See **Section 17 – RECOVERY DUE TO A LOSS**)

Maximum Asset Recovery Percentage _____%
(Percent used to calculate **MAXIMUM RENTAL CHARGES OVER THE CONTRACT PERIOD**, See **Section 18**) (MAX - 35%)

Maximum amount to be Recovered by the Contractor $_____
(Net Asset Value plus the calculated amount from the **Maximum Asset Recovery Percentage** as stated in **Section 18, MAXIMUM RENTAL CHARGES OVER THE CONTRACT PERIOD**) This amount shall be reduced by any rental payments made and owed by the Port Authority as stated in **Section 19, VEHICLE PURCHASE OPTION** if the Port Authority chooses to purchase the vehicle and may be used for a vehicle loss if less than the depreciated net asset value as calculated using **Section 17, RECOVERY DUE TO A LOSS**.)

Rental and Transport Charges

Monthly Unit Rental Charge		**Estimated number of monthly rentals for 3 years****			**Total**
$_____	X	72	=	"A"	$_____
Delivery Charge		**Estimated number of Deliveries for 3 years****			
$_____	X	15	=	"B"	$_____
Pick up Charge		**Estimated number of Pick ups for 3 years****			
$_____	X	15	=	"C"	$_____

TOTAL FOR THREE (3) YEARS - CATEGORY I = "D" $_____
(Sum of "A", "B" & "C")

** Units are rented on an as needed basis; deliveries and pick-ups will vary as the need arises.

RENTAL STREET SWEEPERS

Contract Signature Page:

Vendor Name: _____

Contact Name: _____
(Print)

Signature: _____

Title: _____

Date: _____

List of designated Port Authority Delivery Locations*.

*Deliveries shall not be limited to the locations listed below.

Brooklyn Piers
90 Columbia St.
Brooklyn, NY 11201

George Washington Bridge
220 Bridge Plaza South
Fort Lee, NJ 07024

John F. Kennedy International Airport
Building 14
Jamaica, NY 11430

LaGuardia Airport
Building 84
Flushing, NY 11371

Lincoln Tunnel
500 Blvd. East
Weehawken, NJ 07087

Newark International Airport
Building 11
Newark, NJ 07114

JAMS/PA Tech. Center
777 Jersey Avenue
Jersey City, NJ 07310

Port Newark
260 Kellogg St.
Port Newark, NJ 07114

Port Authority Bus Terminal
625 8th Ave.
NY, NY 10018

Staten Island Bridges
2777 Goethals Road North
Staten Island, NY 10303