THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE: AUGUST 30, 2013

TITLE: **EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2013-2014**

BID NO.: **34652**

SUBMIT SEALED BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS WHERE THEY WILL BE PUBLICLY OPENED AND READ

BID DUE DATE: September 13, 2013 **TIME: 11:00 AM**

BUYER NAME: SELENE ORTEGA

PHONE NO.: (201) 395-3407
FAX NO.: (201) 395-3425
EMAIL: sortega@panynj.gov

BIDDER INFORMATION
(TO BE COMPLETED BY THE BIDDER)
(PLEASE PRINT)

_____
(NAME OF BIDDING ENTITY)

_____
(ADDRESS)

_____
(CITY, STATE AND ZIP CODE)

_____
(REPRESENTATIVE TO CONTACT-NAME & TITLE **(TELEPHONE)**

_____
(FEDERAL TAX I.D. NO.) **(FAX NO.)**

_____ BUSINESS CORPORATION _____PARTNERSHIP _____INDIVIDUAL

_____ OTHER (SPECIFY): _____

INFORMATION FOR VENDORS

1. Study all documents carefully. Return one (1) copy.

2. Prospective Vendors should fill out all applicable columns on the "Schedule of Equipment and Prices" attached hereto for each type of equipment unit. Read the following carefully.

   Column 1
   The Vendor should list the Facilities they wish to service and identify them with the Facility Code from the "Port Authority Facilities" list below.

   Columns 2
   The Vendor must fill out as indicated in the heading of the column.

   Column 3
   The Vendor must list the type and make of each equipment he/she is offering to the Port Authority at the various Facilities. Selection of Vendors will be based in part on the submission of rates for said equipment. Vendors may, however, offer rates for additional snow removal equipment, which will only be utilized when, in the sole opinion of the Facility Manager, the said listed equipment is not sufficient for the proper removal of snow at the Facility. Allow one letter for each particular class of equipment.

   Ex. (A) Dump Truck - Mack
   (B) Payloaders - Michigan
   (C) Bulldozers - Caterpillar

   Note: When invoicing the lessor, the Vendor shall refer to the equipment by the exact description shown in the original submission and by the alphabetical code for the class of equipment.

   Columns 4, 5, 6, 7, and 8
   The Vendor must fill out as indicated in the headings of each column.

   Column 9
   The Vendor should list in this column either a flat rate of compensation or an hourly charge per unit/per move, if any, for haulage of the equipment unit and the personnel necessary to operate it. This rate should indicate the cost per move for either moving the equipment to a Facility or removing it. Additionally, the Vendor should list a flat rate per move for haulage during overtime hours, utilizing the abbreviations "TH" to any time and a half rates and "DT" to any double time rates.

   Column 10
   The Vendor should list an hourly rate (straight time) of compensation for the unit of equipment and the labor for operating such unit during the time when the unit is at a Port Authority Facility on standby as a result of notification by the Port Authority but not actually in service. Additionally, if the Vendor is obligated to pay overtime wages to the labor operating the

equipment, he/she should indicate in this column the standby overtime rate, which reflects the Vendor's overtime obligation.

NOTE:
Wherever the Vendor is requested to indicate an overtime rate, he/she should affix the abbreviation “TH” to any time and half rate and “DT” to any double time rate.

Example: TH - $17.50
DT - $20.00

Column 11
The Vendor should list the hourly straight time rate of compensation for the unit of equipment and the personnel necessary to operate it while the equipment is actually engaged in snow removal operations at a Port Authority Facility. Additionally, the Vendor should list the overtime-hourly rate for the labor and equipment while they are actually engaged in snow removal operations at the Facility. The Vendor should affix the abbreviation "TH" to any time and a half rates, and "DT" to any double time rates.

Column 12
The Vendor should list the minimum hours per call he/she must be compensated for. Compensation for this minimum time shall be based on the hourly operating rate for the hours the equipment was actually in service and the remaining guaranteed minimum hours shall be paid for at the standby rate. E.G., if the lessor is to be paid for a minimum of eight (8) hours per call and his equipment is needed and used for only four (4) hours, he/she shall be paid for four (4) hours at the applicable operating rate (straight time or overtime) and four (4) hours at the applicable standby rate (straight time or overtime.)

Column 13
The Vendor shall list the hours when the overtime rates shall be in effect. Overtime hours should be indicated by letters “TH” affixed thereto whenever the lessor wishes to indicate time and a half hours. If the Vendor is also obligated to pay double time rates at any time, he/she should also indicate in this column when such rates are to be in effect. The abbreviation “DT” may be used indicating these double time hours.

Example -- hours when overtime is in effect:
TH - 4:00 p.m. to 8:00 a.m., Monday through Friday and all day Saturday.
DT - all day Sunday and Holidays.

If the Vendor does not specifically indicate in this column the hours when rates other than straight time rates shall be in effect, it shall be conclusively presumed that the straight time rate indicated shall apply at all times during which the Vendor is engaged, at any of the Facilities.

The Vendor should also include in this column, any special notes that he/she feels may be necessary.

Column 14
The Vendor should list the location where its equipment is normally parked/stored.

4. Sign at the end of the Request for Rates, inserting address and date of signature.

5. Request for Rates will be received until 11:00 a.m. on the date specified on the cover, in the office of the Manager, Purchasing Services Division of the Port Authority of New York and New Jersey, 2 Montgomery Street, 3rd Floor, Jersey City, New Jersey 07302. Request for Rates shall be submitted in a sealed envelope and conspicuously endorsed "Snow Removal."

6. Any questions by prospective Vendor, concerning the documents may be addressed to the Buyer, Selene Ortega, via e-mail at sortega@panynj.gov, who, however, is authorized only to direct the attention of prospective Vendors to various portions of the documents so that they may read and interpret such portion for themselves. Neither Buyer nor any other employee of the Authority is authorized to give interpretations of any portion of the documents or to give information as to the requirements of the documents in addition to that contained in the documents.

   Interpretations of the documents or additional information as to its requirements, where necessary, shall be communicated to Vendors only by written addendum, which addendum shall be considered part of this Request for Rates. Accordingly, nothing contained herein and no representation, statement or promise, oral or in writing, of the Authority, its Commissioners, officers, agents or employees shall impair or limit the effect of the warranties of the lessor contained in the Request for Rates.

7. Inasmuch as the transaction hereunder with the Port Authority as a public corporation created by compact between the States of New York and New Jersey, are exempt from taxation, the Vendor warrants that no Federal, State or other taxes have been included in his prices.

8. It is the intention of the Port Authority to accept all properly submitted Request for Rates and formulate a listing from which the Facility Managers may contact various Vendors to effectively accomplish snow removal operations taking due consideration of, among other things, applicable rates, types of equipment, rapid availability thereof, and level of proficiency.

9. The Vendor's attention is called to the fact that the schedules, which form a part of the Request for Rates, provide for the sole and exclusive compensation hereunder. If Vendors need to make additional charges, he/she must indicate them on said Schedule in the box marked "Special Rates".

10. The equipment to be leased will not be utilized in areas under specific contract with other Vendors or in areas where Port Authority Facility staff performs snow removal operations.

11. Union Jurisdiction - prospective Vendors are advised to ascertain whether any union now represented or not represented at the Facility will claim jurisdiction over any aspect of the operations performed hereunder.

12. 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 - $10 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - $10 million combined single limit per accident for bodily injury and property damage liability.

If the services of the Contractor require the performance of services on the airside of airports, the Commercial General Liability and Automobile Liability coverage limits stipulated above shall be increased to an amount not less than $25 million per occurrence as provided herein.

In addition, the liability policy (ies) shall name The Port Authority of New York & New Jersey, its related entities, their commissioners, directors, officers, partners, employees and agents as additional insured, including but not limited to premises-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 insured conditions and severability of interests clauses for all policies. These insurance requirements shall be in effect for the duration of the contract to include any warrantee /guarantee period and any maintenance period . An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim

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 a provision 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 Financing.

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 Financing 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 Financing 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 Financing, 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 fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Financing 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# 4367N]***

PLEASE SUBMIT YOUR CERTIFICATE WITH YOUR RATES

PORT AUTHORITY FACILITIES

FACILITY CODE	FACILITY NAME
GWBBS	GEORGE WASHINGTON BRIDGE BUS STATION
GWB	GEORGE WASHINGTON BRIDGE
LT	LINCOLN TUNNEL
HT	HOLLAND TUNNEL
SIB	STATEN ISLAND BRIDGE
JFK	JOHN F KENNEDY INT'L AIRPORT
LGA	LAGUARDIA AIRPORT
EWR	NEWARK LIBERTY INT'L AIRPORT
TET	TETERBORO, AIRPORT
PATH	YARDS AND STOCKROOMS
BATH	BATHGATE INDUSTRIAL PARK
PABT	PORT AUTHORITY BUS TERMINAL
PATC	PORT AUTHORITY TECHNICAL CENTER
PN	PORT NEWARK
JCAMT	JERSEY CITY AUTO MARINE TERMINAL
EPAMT	ELIZABETH PA MARINE PARK
BPAMT	BROOKLYN PA MARINE TERMINAL
JSTC	JOURNAL SQUARE TRANSPORTATION CENTER
BB	BAYONNE BRIDGE
GB	GOETHALS BRIDGE
HCMF	HARRISON CAR MAINTENANCE FACILITY
HH	HOWLAND HOOK
OBX	OUTERBRIDGE CROSSING
WTC	WORLD TRADE CENTER SITE
IPY	INDUSTRIAL PARK AT YONKERS
PI	PORT IVORY, STATEN ISLAND
BCT	BROOKLYN CRUISE TERMINAL
BP	BROOKLYN PIERS
TELE	TELEPORT, STATEN ISLAND, NY
SWF	STEWART AIRPORT
NLCC	NEWARK LEGAL COMMUNICATIONS CENTER
ECRRC	ESSEX COUNTY RESOURCE RECOVERY CENTER
NLCC	A.F.I. BUILDING, ELIZABETH INDUSTRIAL PARK
2 MONT	2 MONTGOMERY STREET
ACY	ATLANTIC CITY INTERNATIONAL AIRPORT

REQUEST FOR RATES

EQUIPMENT WITH LABOR, FOR SNOW REMOVAL
WINTER SEASON - 2013- 2014
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

TO: THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

The undersigned, hereinafter called the "lessor," hereby offers and agrees to lease equipment, with labor necessary for its operation if and when requested from time to time by a Port Authority Facility Manager for snow removal during the winter season 2013-2014 at the Facility or Facilities indicated hereafter and at the rates specified herein. The Authority in no way represents or guarantees that it will request any equipment from the lessor nor does the lessor guarantee that he will furnish the equipment when requested by the Authority. If, during the winter season 2013 - 2014 all or part of the lessor's equipments becomes unavailable, the lessor shall so inform the Manager, Commodities and Services Division, in writing. As used herein "Manager" shall mean the Manager of the particular Authority Facility involved or his duly authorized representative acting within the scope of the particular authority vested in him.

Upon each request of the Manager to lease snow removal equipment specified in the "Schedule of Equipment and Prices" and upon the actual furnishing of said equipment by the lessor, the terms and conditions contained herein shall be binding on the parties, lessor and the Port Authority.

The lessor’s sole compensation, in full consideration for the performance of all his obligations hereunder, shall be an amount determined from the number of hours during which the equipment is actually furnished at the specific request of the Manager and prices in the "Schedule of Equipment and Prices" quoted by the lessor attached hereto and made a part hereof, and such compensation only. Moreover, no payment will be made merely for time when equipment is available but is located away from Port Authority property or brought to a Facility without being specifically requested. Payment will only be made from time when the equipment and labor actually arrive at a place on the Authority's property designated by the Manager until the time the equipment is no longer needed or is dismissed by the Manager, whichever is earlier unless otherwise indicated on the "Schedule of Equipment and Prices." If the lessor is contractually obligated to pay overtime (overtime means any additional charge for working on workdays, holidays, or weekends,) he/she must fill in the applicable columns of the "Schedule of Equipment and Prices," clearly stating when the lessor must pay overtime and such information shall be used to determine the extent to which the Authority shall reimburse the lessor for overtime. If the columns where overtime is required are not filled out this will be a final determination by the lessor that no claim for overtime will be made. The lessor agrees to service the Facilities, which have been indicated on the "Schedule of Equipment and Prices."

The lessor assumes the following risk whether such risks arise from acts or omissions (negligent or not) of the lessor, the Authority or third persons or from any cause, excepting only risks occasioned solely by affirmative willful acts of the Authority done subsequent to the furnishing of the snow removal equipment at the request of the Manager, and shall indemnify the Authority for all loss and expense incurred in connection with risk (b) and (c) below: (a) the risks of loss or damage to any property of the lessor; (b) the risk of claims, whether made against the lessor

or the Authority, for loss or damage occurring to any property of the lessor's agents, employees, subcontractors, materialmen and others performing work hereunder; (c) the risk of claims for injuries, damage and loss of any kind, just or unjust, of third persons arising or alleged to arise out of the leasing or use of equipment or labor hereinunder whether such claims are made against the lessor or the Authority. This paragraph shall not limit the responsibilities the lessor would have in the absence of this paragraph. No third party rights are created hereunder.

No payment for or acceptance of any equipment leased hereunder or any other act or omission of the Authority or the Manager shall operate to release the lessor from any obligation under or upon this agreement or stop the Authority from showing at any time that such payments, acceptances, act or omission was incorrect or to preclude the Authority from recovering any money paid in excess of that lawfully due and any damages sustained by the Authority.

Any assignment or other transfer of the obligations hereunder or any monies due or to become due hereunder without the written consent of the Authority shall be void and of no effect as to the Authority.

No Commissioner, officer, agent or employee of the Authority shall be held personally liable, hereunder, or in connection with this Agreement.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2 Montgomery Street – 3rd Floor
Jersey City, NJ 07302
(Requirement of Contractor)

This agreement contains the entire understanding between the parties and consists of this "Request for Rates," the attached "Schedule of Equipment and Prices," the "Information for Vendors," and Addendum, if any. Except as elsewhere specifically provided otherwise, no change in, modification, or termination of the terms hereunder shall be effective unless in writing and signed by the party to be charged therewith.

Name: _____

Signature: _____

Dated:_____

Title:_____

Address:_____

Tel #:_____

Fax:_____

E-mail:_____

(LESSOR'S SEAL)

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2013-2014 SCHEDULE OF EQUIPMENT AND PRICES

BID #34652
VENDOR'S NAME:
ADDRESS:
CONTACT NAME:
TELEPHONE #:
FAX #:
EMAIL ADDRESS:

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)			(10)			(11)			(12)	(13)		(14)	
FACILITY TO SERVICE	NO. OF UNITS	TYPE & MAKE	MODEL & YEAR	TYPE OF BODY	BODY SIZE (YARDS)	BLADE & BUCKET SIZE	REVERSIBLE (YES OR NO)	HAULAGE RATE PER UNIT/PER MOVE			STANDBY RATE PER UNIT			OPERATING RATE PER UNIT			MIN. HOUR PER CALL/ PER UNIT	OVER TIME HOURS IN EFFECT		LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)		(TH)	(DT)		