



REQUEST FOR QUOTATION

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

Collective# 0000035053
Bid Due Date 10/21/2013
Bids must be received no later than 11:00 AM on the above Bid Due Date.

Deliver Goods/Services To:
The Port Authority of NY & NJ
Attn: M. Hessemer
Greenwich Str. & Albany Street

New York NY 10003

Quantity	Description	Unit Price	Total	
	<p>Lease of Duplex Trailer - PAPD - WTC</p> <p>Four (4) Year leasing contract for a Duplex Trailer for Port Authority Police Department to be located on the World Trade Center Campus. Contract to commence on or about 11/1/13 to 10/31/17.</p> <p>ATTACHMENTS: Appendix A, Drawings entitled "SK-T5-C001, "Plan: First Floor" "Plan: Second Floor", and "INSURANCE PROCURED BY THE CONTRACTOR" to be made part of this Contract.</p> <p>Contract Administrator: Gayle Pizzaro</p> <p>TERMINATION: The Port Authority may terminate this Contract with cause at any time and without cause within five (5) business days written notice to the Vendor and in such an event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such date was the original expiration date. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions of this agreement already performed but no allowance shall be made for anticipated profits. The Vendor shall complete delivery of all items ordered before receipt of the notice of termination.</p>			
	<p>PLEASE QUOTE FULLY DELIVERED PRICES</p>	<p>PAYMENT TERMS</p>	<p>Total Delivered Price</p>	

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.

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	<p>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.</p> <p>A price preference of 10 % is available for NY/NJ Minority and Women Business Enterprises (M/WBE) or 5% for NY/NJ Small Business Enterprises (SBE) certified by the Port Authority (PA) by the day before bid opening for awards not exceeding \$1,000,000. My firm was certified as a _____ on _____.</p>				
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	<p>This is a Formal Bid Invitation Mail Sealed Bids to:</p> <p>The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department 2 Montgomery Street, 3rd Floor Jersey City, NJ 07302</p> <p>by the date and time listed above, where it will be publicly opened and read.</p> <p>Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8 A.M. & 5 P.M., via regular mail, express delivery service or hand delivery.</p> <p>If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document.</p> <p>A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.</p>		
	<p>MODULAR TRAILER LEASE</p>		
	<p>PLEASE QUOTE FULLY DELIVERED PRICES</p>	<p>PAYMENT TERMS</p>	<p>Total Delivered Price</p>

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Quantity	Description	Unit Price	Total
	<p>For a duplex trailer. Contractor shall assemble and disassemble upon completion of the lease.</p> <p>LEASE</p> <p>(1) Upper 40'x80' Trailer Monthly cost \$ _____ x 48mths = \$ _____. Multi-Story Steps Monthly cost \$ _____ x 48mths = \$ _____.</p> <p>(2) Lower 40'x80' Trailer Monthly cost \$ _____ x 48mths = \$ _____. Multi-Story Steps Monthly cost \$ _____ x 48mths = \$ _____.</p> <p>(3) ADA/IBC Ramp Monthly cost \$ _____ x 48mths = \$ _____.</p> <p>DELIVERY AND INSTALLATION</p> <p>Upper Level Trailer: Crane via truck installation \$ _____. Delivery Freight \$ _____. Vinyl Skirting pieces (128) x \$ _____ ea = \$ _____.</p> <p>Lower Level Trailer: Ramp-Delivery & Set Up (2) x \$ _____ ea = \$ _____. Forklift Installation \$ _____.</p>		
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Quantity	Description	Unit Price	Total
1	<p>Tiedowns into asphalt (24) x \$ _____ ea = \$ _____.</p> <p>Delivery Freight \$ _____.</p> <p>Vinyl skirting pieces (232)x \$ _____ ea = \$ _____.</p> <p>DISASSEMBLY AND RETURN OF TRAILERS</p> <p>Upper Level Trailer: Removal of Skirting (128) x \$ _____ ea = \$ _____.</p> <p>Crane removal via truck \$ _____.</p> <p>Return Freight \$ _____.</p> <p>Lower Level Trailer: Removal of tiedowns from asphalt (24) x \$ _____ ea = \$ _____.</p> <p>Removal of (232) Pieces of Skirting (232) x \$ _____ ea = \$ _____.</p> <p>Ramp Knockdown & Return \$ _____.</p> <p>Forklift Removal \$ _____.</p> <p>Return Freight \$ _____.</p> <p>Note: Delivery shall include all applicable permits and fees</p> <p>The item covers the following services: 48-Months Lease/Modular Trailer</p>		
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Signed _____ Date _____

Firm Name _____

TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of \$100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764A, that it will honor a determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (201) 395-3405 or at <http://www.panynj.gov/business-opportunities/become-vendor.html>
12. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
13. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.
14. Neither the Commissioners of the Port Authority, nor Directors of PATH, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

Appendix A – WTC Police Command Duplex Trailers Specifications

Four (4) Year Lease of Duplex Trailers for PAPD. Contract shall supply and install leveled 40' x 80' stackable trailers to the World Trade Center Campus. Trailer to be located on 60' x 100' asphalt covered area, with a 10' surrounding buffer. Following all proper safety recommendations, the duplex shall have smoke detectors. Floors should be vinyl tiling throughout and include washable ceilings. Duplex shall include all specifications listed below:

I. Lower Level

a. Locker Rooms

- Shall have a minimum aisle space of five (5) feet between rows of lockers.
- Locker Benches shall be of hard, laminated maple, approximately 18" high and 9 ½" wide, with lengths as required by the configuration of the locations.
- Permanently affixed benches between each row of lockers.
- Floor should consist of vinyl tiling.
- Ventilation system shall be equipped with air filters to filter out dust from air before it enters and circulates throughout the locker areas; must have at least four (4) changes of air per hour.
- All locker rooms shall have properly sized exhaust fans to prevent moisture related problems.
- Air conditioning shall be set at 78 degrees Fahrenheit during cooling season and heat level shall be 68 degrees Fahrenheit during the heating season.
- Light fixtures shall be located over the benches in the locker area.
- Electrical outlet installed at all sinks following appropriate safety recommendations
- A full-length mirror shall be installed at each end of the locker room.

i. Female Locker Room

- Thirty (30) 18"W x 24"D x 72" Republic Storage System Lockers, or approved equal:
Contractor shall provide 18"W x 24"D x 72"H, lockers with a 6" base to be bolted on by manufacturer in Tan that includes a louvered 18" door with latch for a lock. Doors shall have two (2) louvers, one (1) on top and one (1) on bottom of the door. Each locker shall be equipped with one (1) shelf, two (2) clothing hooks, two (2) clothing rods with the option to remove lower rod. Lockers shall come pre-assembled and have sloped top to be installed by the Contractor. Locker height shall be 84" tall at rear of

sloped top and 78” tall (including base) in front of sloped top, front and end bases to be installed by the Contractor at time of installation.

- Three (3) steel or polymer toilets with partitions that are mounted to the floor. At least one (1) toilet stall should include an ADA approved grab bar
- Three (3) sinks plus a mirror above each
- Two (2) shower stalls with shower rods and curtains
- Disposal receptacles for sanitary products in the toilet areas and dispensers for recommended sanitary products in the lavatory area.

ii. Male Locker Room

- Fifty-Three (53) 18”W x 24”D x 72”H locker, Republic Storage System Lockers, or approved equal:
Contractor shall provide 18”W x 24”D x 72”H, lockers with a 6” base to be bolted on by manufacturer in Tan that includes, a louvered 18” door with latch for a lock. Door shall have two (2) louvers, one (1) on top and one (1) on bottom of door. Each locker shall have one (1) shelf, two (2) clothing hooks, two (2) clothing rods with option to remove lower rod. Lockers shall come pre-assembled and have sloped top to be installed by the Contractor. Locker height shall be 84” tall at rear of sloped top and 78” tall (including base) in front of sloped top, front and end bases to be installed by the Contractor at the time of installation.
- Two (2) toilets steel or polymer with partitions that are mounted to the floor. At least one (1) toilet stall should include an ADA approved grab bar
- Two (2) urinals
- Three (3) sinks plus a mirror above each
- Two (2) shower stalls with shower rod and curtains

b. Rooms/Offices

- Report & Arrest Room shall be 128 sq ft.
- Interview Room shall be 80 sq. ft.
- Safety Equipment Room shall be 80 sq. ft.
- Muster Room shall be 200 sq. ft.
- Closet shall be 2 sq. ft.
- Sergeant office - 80 Square Feet

All offices shall have one (1) 4-port RJ45 Cat5e/6 wall mount jack and wired for phone, data and VOIP.

i. Police Desk/Reception Area

The Police Desk/Reception area shall be separated by a wall with a 4' W x 2' H slider window, 4' above finished floor and approximately 112 ft. The reception area shall be approx. 48 sq. ft. Police Desk shall have three (3) 4-port RJ45 Cat5e/6 wall mount jack and wired for phone data and VOIP.

ii. Radio Room

The radio room shall be approximately 80 sq. ft and adjacent to the Police Desk. Contractor shall provide (2) two separate 110VAC 20AMP circuits to feed equipment housed in the equipment rack, a equipment rack measuring 24"W X 36"D X 84" H, and a Cat 5e/6 patch panel. The radio room shall have its own cooling unit and be area and wired for phone, data & VOIP with three (3) 4-port RJ45 Cat5e/6 wall mounted jacks.

iii. Open Space/Corridor (adjacent to Police Desk)

The open space/corridor adjacent to the police desk shall be approximately 80 square feet. There shall be enough space to house a fax and copy machine and shall be wired for phone, data and VOIP with a RJ45 jack.

II. Upper Level

a. Locker Rooms

- Shall have a minimum aisle space of five (5) feet between rows of lockers. Locker Benches shall be of hard, laminated maple, approximately 18" high and 9 ½" wide, with lengths as required by the configuration of the locations.
- Permanently affixed benches between each row of lockers.
- Floor should consist of vinyl tiling.
- Ventilation system shall be equipped with air filters to filter out dust from air before it enters and circulates throughout the locker areas; must have at least four (4) changes of air per hour.
- All locker rooms shall have properly sized exhaust fans to prevent moisture related problems.
- Air conditioning shall be set at 78 degrees Fahrenheit during cooling season and heat level shall be 68 degrees Fahrenheit during the heating season.
- Light fixtures shall be located over the benches in the locker area.
- Electrical outlet installed at all sinks following appropriate safety recommendations
- A full-length mirror shall be installed at each end of the locker room.

i. Female Supervisor Locker Room

- Ten (10) 24" wide x 24" deep x 72" high, Republic Storage System Lockers, or approved equal:
Contractor shall provide 24" wide x 24" deep x 72" high, lockers with a 6" base to be bolted on by manufacturer in tan that includes, louvered 12" doors, with latch for a lock. Doors shall have two (2) louvers, one (1) on top and one (1) on the bottom of each door. Each locker shall be equipped with one (1) shelf, two (2) clothing hooks, and one (1) clothing rod. Lockers shall come pre-assembled and have sloped top to be installed by the Contractor. Locker height shall be 85 ½ "inch tall at rear of sloped top, and 78 inch tall (including base) in front of sloped top, front and end bases.
- Three (3) sinks plus a mirror above each
- Two (2) shower stalls with shower rods and curtains
- Disposal receptacles for sanitary products in the toilet areas and dispensers for recommended sanitary products in the lavatory area.

ii. Male Supervisor Locker Room

- Ten (10) 24" wide x 24" deep x 72" high, Republic Storage System Lockers, or approved equal:
Contractor shall provide 24" wide x 24" deep x 72" high, lockers with a 6" base to be bolted on by manufacturer in tan that includes, 12" doors, with latch for a lock. Doors shall have two (2) louvers, one (1) on top and one (1) on the bottom of door. Each locker shall be equipped with one (1) shelf, two (2) clothing hooks, and one (1) clothing rod. Lockers shall come pre-assembled and have sloped top to be installed by the Contractor. Locker height shall be 85 ½ "inch tall at rear of sloped top, and 78 inch tall (including base) in front of sloped top, front and end bases.
- Two (2) toilets steel or polymer partition that are mounted to the floor. At least one (1) toilet stall should include an ADA approved grab bar
- Two (2) urinals
- Three (3) sinks plus a mirror above each
- Two (2) shower stalls with shower rod and curtains

iii. Male Police Office Locker Room

- **SPACE ONLY** for Forty (40) 18"W x 24"D x 72"H lockers, with 6" base to be bolted on by manufacturer, one louvered 18" door with latch for a lock, door to have two louvers, 1 on top and 1 on bottom of door, 1 shelf, 2 clothing hooks, 2 clothing rods with option to remove lower one, locker to come pre-assembled, locker to have sloped top to be installed by

the vendor at time of installation, locker height to be 84 in. tall at rear of sloped top and 78 in. tall (including base) in front of sloped top, front and end bases to be installed by the vendor at time of installation, color Tan, Manufacturer Republic or equal.

- Two toilets
 - Steel or polymer partitions should be mounted to the floor
 - At least one toilet stall should contact an ADA approved grab bar
- Two urinals
- Three sinks plus a mirror above each
- Two shower stalls, including shower rods and curtains

iv. **Conference Room**

The Conference room shall be approximately 165 sq. ft. and include a kitchenette. Kitchenette shall include a 24" range, 26"W refrigerator and a sink in the back of the room. Electrical outlets shall be installed following appropriate safety recommendations and wired for phone, data & VOIP with one (1) 4-port RJ45 Cat5e/6 wall mounted jack.

v. **Offices**

- Inspector's office shall be approximately 156 sq. ft
- Timekeeper's office shall be approximately 80 sq. ft.
- Two (2) Lieutenant's offices shall be approximately 128 sq. ft. each
- Storage Room shall be approximately 163 sq. ft. Electrical outlets installed in this room shall follow appropriate safety recommendations.

All offices shall have one (1) 4-port RJ45 Cat5e/6 wall mount jack and wired for phone, data and VOIP.

- **Open Space (Corridor outside Timekeeper's office)**

The open space/corridor outside of the timekeeper's office shall be approximately 80 sq. ft. There shall be enough space to house a fax and copy machine, seven (7) standard size file cabinets and wired for phone, data and VOIP with a RJ45 jack.

III. External

a. Stairways

- Two (2) 2 story covered single flight stairs (10 Foot buffer surrounding the trailers)
- Handicap ramp to first platform
-

Drawings

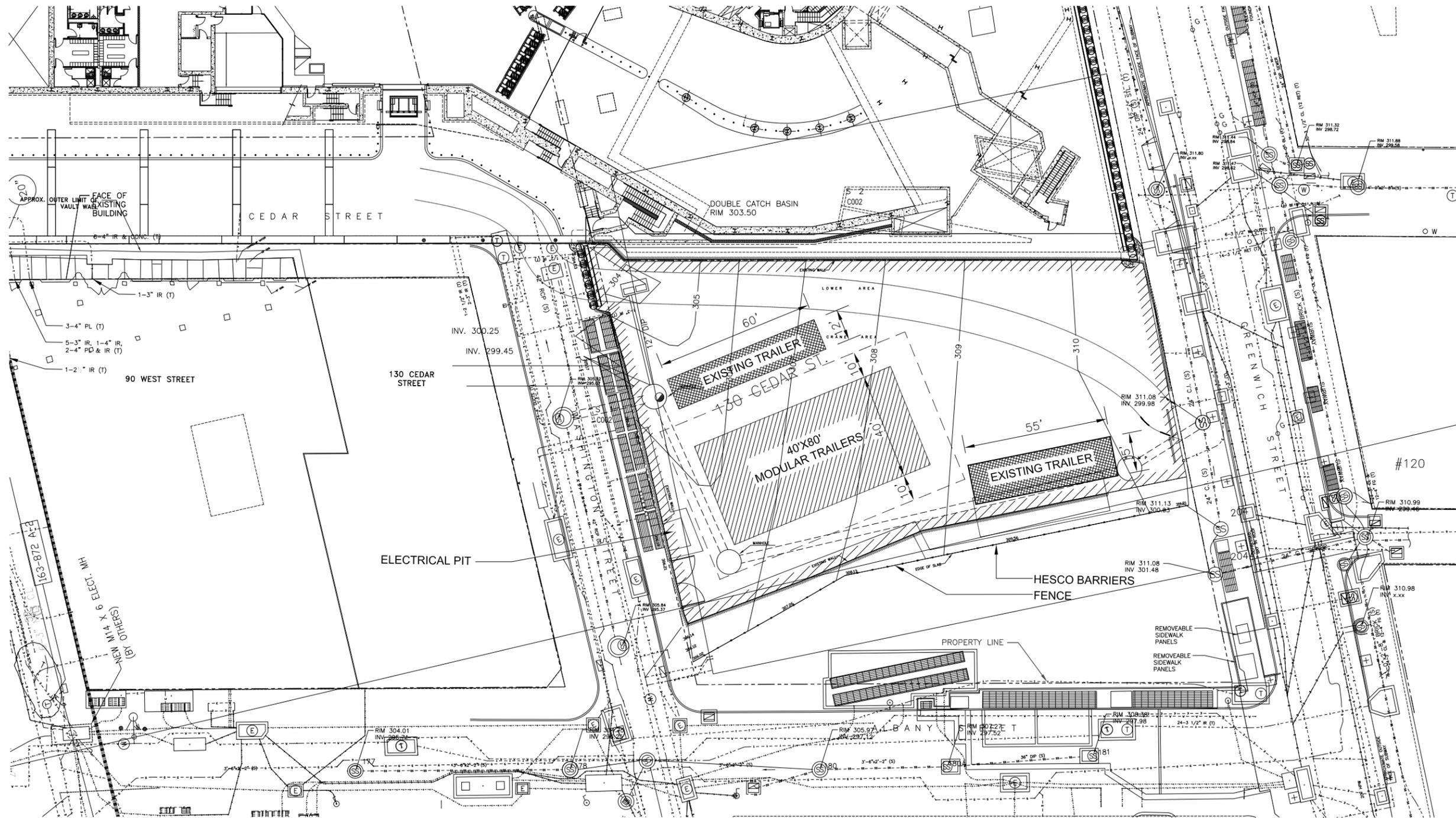
Contractor shall provide all shop drawings for approval within seven (7) days of notifications of award. Drawings shall include a layout of the entire duplex, along with additional layout for the locker rooms, lockers, toilets and toilet partitions.

External Connections

Installed duplex should include all sanitary, electric & data wiring to the exterior, with final connection completed by others.

Delivery

The use of classic freestanding cranes is prohibited. Installation shall require the use of forklifts and/or cranes on trucks. Installation shall occur Monday through Friday, between 10PM and 6AM. All connections must be seamed upon installation.



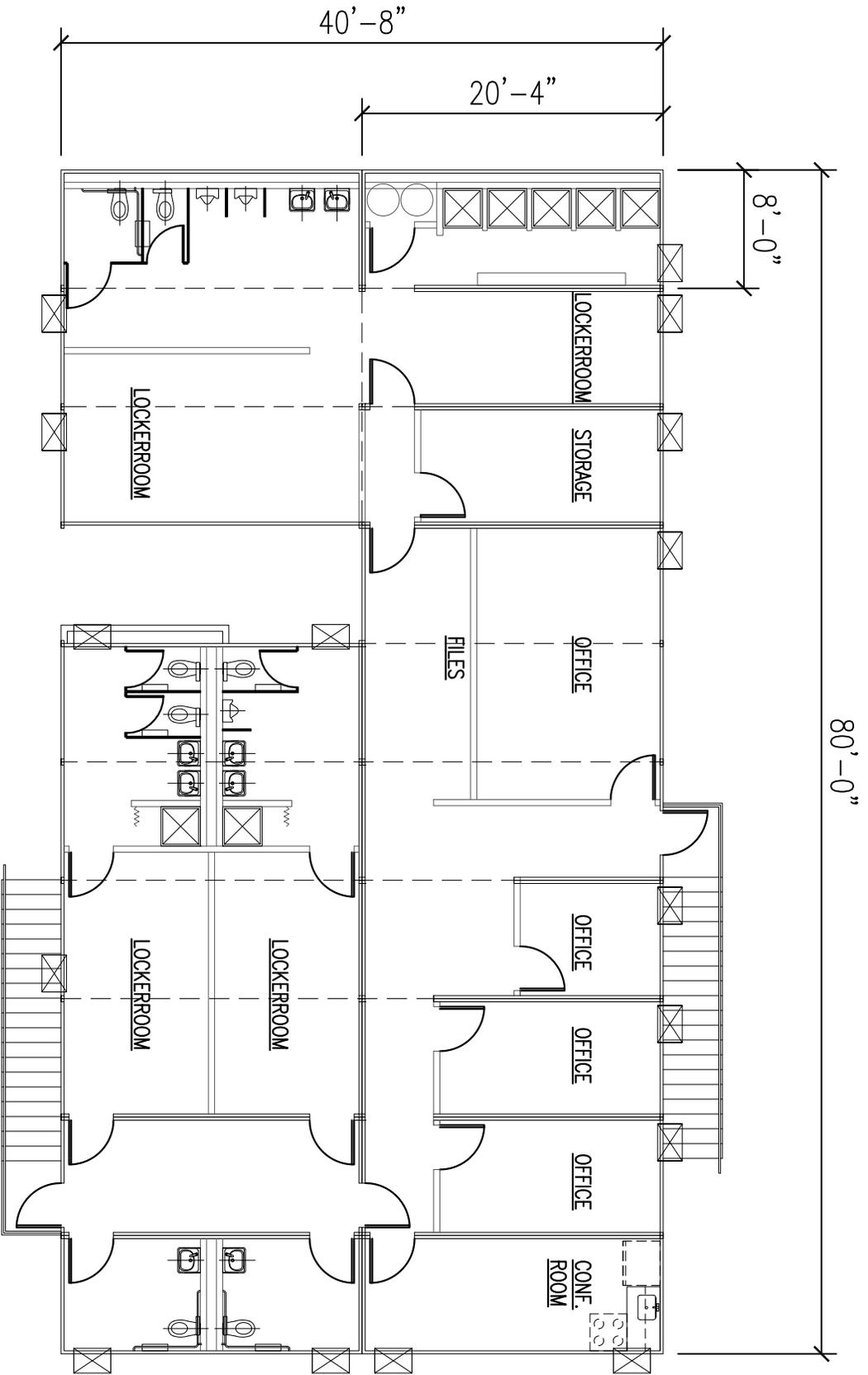
NOTES:

1. WHERE CONNECTION TO EXISTING MANHOLE IS REQUIRED, CUT NEATLY WITHOUT PERCUSSION INTO THE MANHOLE. MAXIMUM SIZE OF THE OPENING SHALL NOT EXCEED THE PIPES OUTER DIAMETER PLUS 3 INCHES. CONNECT NEW PIPE AND SEAL AROUND IT WITH ASTM C1107, GRADE C, NON-SHRINK, NON-METALLIC GROUT.
2. FOR SECTIONS SEE SK-T5-C002.
3. FOR CONSTRUCTION DETAILS SEE SK-T5-C003 AND SK-T5-C004.

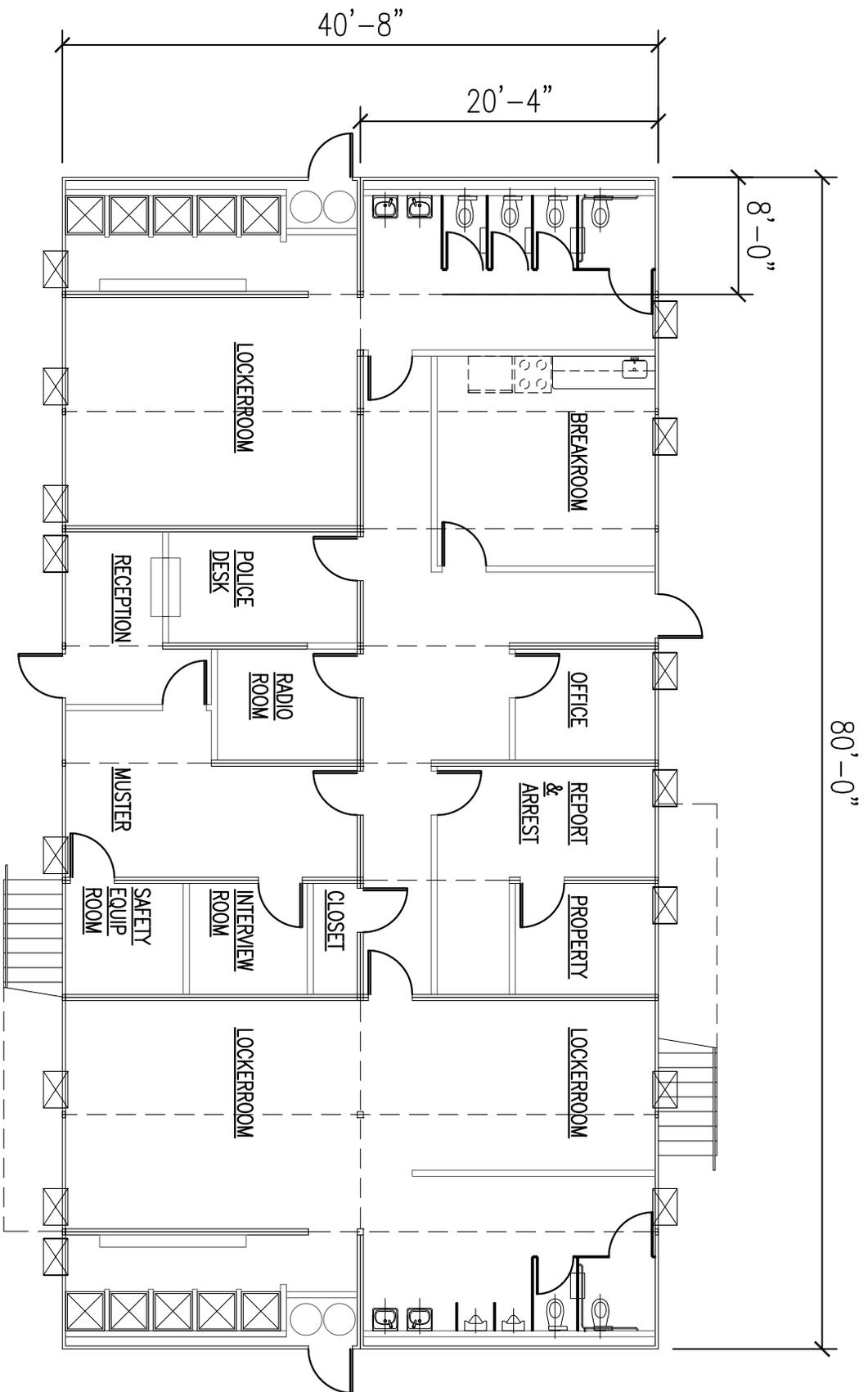


No.	Date	Revision	Approved

	DRAWING TITLE: TOWER 5 SITE - PAPD TRAILERS		SK-T5-C001 REF DWG
	SCALE: 1" = 20'	DATE: 09-13-2013	
DRAWN BY: _____	CHECKED BY: _____		



1 PLAN:
SECOND FLOOR
SCALE: 1/8" = 1'-0"



1
 SCALE: 1/8" = 1'-0"
 PLAN:
 FIRST FLOOR

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.

In addition, the liability policy (ies) shall name “The Port Authority of New York and New Jersey and its related entities, their commissioners, directors, officers, partners, employees and agents 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 insured condition and severability of interests clause for all policies so that coverage will respond as if separate policies were in force for each insured. 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. These insurance requirements shall be in effect for the duration of the contract to include any maintenance/warranty/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), including but not limited to the cancellation notice endorsement and 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 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 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#4380N