



REQUEST FOR QUOTATION

<p>Contact person/Telephone Dinesh Chheda/201-395-3432</p>	<p>Collective# 0000037974</p> <p>Bid Due Date 06/10/2014</p> <p>Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To: Newark International Airport Building 46 CHRP Newark NJ 07114</p>
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Quantity	Description	Unit Price	Total
	<p>Boiler Cleaning Services at Newark Liberty International Airport.</p> <p>Three (3) years requirements contract starting 6/16/14 to 6/15/17 with one (1) three (3) year option period and 120 day extension.</p> <p>See attached Pricing Sheet with Duration/Escalation clause, Insurance requirements CITS #4430N and Port Authority Standard Contract Terms and Conditions.</p> <p>Facility Inspection: The Port Authority will conduct a facility inspection for all parties interested in submitting bids on this Contract, which will commence at 10:00 am on Tuesday, June 3, 2014. All interested parties shall meet at Newark Liberty Int'l Airport, Central Heating & Refrigeration Plant. Bidders shall call William Lynch at (973) 961-6365, Cell (973) 418-0150, Monday through Friday, between the hours of 8:00 am and 3:00 pm or by email at wlynch@panynj.gov to confirm attendance and/or receive traveling direction. Photo ID required to attend.</p> <p>Boiler cleaning requirements:</p> <p>All work to be performed according to the federal, state, and local regulations: Port Authority Insurance and OSHA</p>		
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS	Total Delivered Price

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

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

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 _____



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06/10/2014

Quantity	Description	Unit Price		Total	
	<p>requirements.</p> <p>Location: Units: Bldg. 46 (4) Lamont type HTHW Generators</p> <p>Bldg. 49 (3) Kewanee HW Boilers</p> <p>Bldg. 106 (2) H.B. Smith HW Boilers</p> <p>Hanger 14 (2) LP Steam Boilers</p> <p>Bldg. 95 (2) LP Steam Boilers</p> <p>P-4 Parking (2) LP Hot Water Lochinvar Boilers</p> <p>Contractor shall provide all labor, equipment, materials and supervision to perform the following work. Including but not limited to vacuum cleaning and brushing of fire side tubes, breaching, base of stack and draft fan.</p> <p>Contractor to protect work area and leave area in broom clean condition.</p> <p>Work to be done weekdays, Monday through Friday, between 8:00 am and 4:00 pm, once a year as directed by facility staff. All equipment and materials shall comply with OSHA. Contractor shall demonstrate that they have undertaken a confined space program, which complies with OSHA</p>				
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	<p>regulation # 29 CRF-1910.146.</p> <p>a.The Bidder shall have had at least a minimum of 3 years of continuous experience immediately prior to the date of submission of its Bid in the management and performance of maintenance, cleaning and repair service of 50,000,000 capacity of Industrial and Commercial HTHW generators.</p> <p>b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have performed or be performing under at least one (1) contract requiring similar services of similar scope to those required under this Contract.</p> <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</p>				
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	<p>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>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 \$1,500,000. My firm was certified as a _____ on _____.</p>			
1.00	<p>Boiler Cleaning at Newark Airport - 3 Yr</p> <p>The item covers the following services: Boiler Cleaning Services Newark Airport</p>			
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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.

Duration/Escalation

- A. The initial term of this Contract (referred to herein as the “Base Term”) shall be for a three (3) year period commencing on or about June 16, 2014 on the specific date set forth in the Port Authority’s written notice of Proposal acceptance (said date herein referred to as “the Effective Date” or “Commencement Date”) and unless sooner terminated, revoked or extended in accordance with the provisions hereof, shall expire on the day preceding the third (3) anniversary date (EST) (said date referred to herein as “the Expiration Date”).
- B. The Port Authority shall have the right to extend this Contract for one (1) three (3) year period from the Expiration Date (herein referred to as the “Option Period”) upon the same terms and conditions subject to the following: not later than thirty (30) days prior to the Expiration Date, the Port Authority will send a notice that it is extending the Base Term of this Contract, as aforesaid, and the term of the Contract shall thereupon be extended for the Option Period, subject only to the adjustment of charges as hereinafter provided.
- C. For the first, second and third years of the Option Period exercised hereunder, (excluding the 120 day Extension Period as described in paragraph below,) the Port Authority shall adjust the prices inserted by the Contractor on the Cost Proposal Form as hereinafter provided utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; 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”). The price adjustment shall be capped at three (3) percent.
- D. For the first year of the Option Period, the Price Index shall be determined for the months of January 2016 and January 2017. The prices in effect in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for January 2017 and the denominator of which is the Price Index for January 2016. The resulting product shall be the compensation payable in the first year of the Option Period. The price adjustment shall be capped at three (3) percent.
- E. For the second year of the Option Period, the Price Index shall be determined for the months of January 2017 and January 2018. The prices in effect in the first year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for January 2018 and the denominator of which is the Price Index for January 2017. The resulting product shall be the compensation payable in the second year of the Option Period. The price adjustment shall be capped at three (3) percent.
- F. For the third year of the Option Period, the Price Index shall be determined for the months of January 2018 and January 2019. The prices in effect in the second year of the Option Period shall be multiplied by a fraction the numerator of which is the Price

Index for January 2019 and the denominator of which is the Price Index for January 2018. The resulting product shall be the prices in effect in the third year of the Option Period. The price adjustment shall be capped at three (3) percent.

- G. 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.
- H. The Port Authority shall have the absolute right to extend this Contract for an additional one hundred twenty (120) day period subsequent to the Expiration Date of the Base Term or Option Period if exercised, subject to the same terms and conditions then in effect. The prices quoted by the Contractor for the third year of the Base Term, or third year of the Option Period, if applicable, shall remain in effect during this extension period without escalation. The Port Authority will advise the Contractor, in writing, at least thirty (30) days prior to the applicable Expiration Date that the Contract term is so extended.

Facility Inspection

The Port Authority will conduct a facility inspection for all parties interested in submitting bids on this Contract, which will commence at 10:00 am on Tuesday, June 3, 2014. All interested parties shall meet at Newark Liberty Int'l Airport, Central Heating & Refrigeration Plant. Bidders shall call William Lynch at (973) 961-6365, Cell (973) 418-0150, Monday through Friday, between the hours of 8:00 am and 3:00 pm or by email at wlynch@panynj.gov to confirm attendance and/or receive traveling direction. Photo ID required to attend.

Available Documents

The following documents will be made available for reference and examination during facility inspection only as noted above:

Boiler Cleaning Services at Newark Liberty International Airport; Contract # 4600007279, Purchase Order # 4500056900.

These documents were not prepared for the purpose of providing information for Bidders upon the present Contract but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this Contract. The Authority makes no representation or guarantee as to, and shall not be responsible for their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn there from. They are made available to the bidders merely for the purpose of providing them with such information as in the possession of the Authority, whether or not such information may be accurate, complete or pertinent or of any value to the bidders.

PRICING SHEET

Coll Bid No. 15462

Location:

Units:

Bldg. 46	(4) Lamont type HTHW Generators
Bldg. 49	(3) Kewanee HW Boilers
Bldg. 106	(2) H.B. Smith HW Boilers
Hanger 14	(2) LP Steam Boilers
Bldg. 95	(2) LP Steam Boilers
P-4 Parking	(2) LP Hot Water Lochinvar Boilers

Estimated Annual Contract Price First Year \$ _____

Estimated Annual Contract Price Second Year \$ _____

Estimated Annual Contract Price Third Year \$ _____

Total Estimated Contract Price Three (3) Years \$ _____

(All-inclusive yearly price for all activities associated with the cleaning of the 15 boilers)

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 & 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.

4/8/13

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#4430N]**