



4 World Trade Center, 150 Greenwich Street, 21st Floor, New York, NY 10007

REQUEST FOR QUOTATION

<p>Contact person/Telephone/Email Shanta Nelson/212-435-4661/snelson@panynj.gov</p>	<p>Collective# / Bid Due Date 0000044913 02/02/2016</p> <p>Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To: PA Auto Marine Terminal Bayonne 00001</p>
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Quantity	Description	Unit Price	Total
	<p>Wheel Loaders - Two (2) Year Requirements Contract</p> <p>Two (2) year Requirements Contract for the rental of Wheel Loaders and Equipment on an as needed basis. Contract to commence on or about 3/01/2016 - 2/28/2018.</p> <p>Contract Administrator: Sal D'Angelo.</p> <p>Attachments: "Contract for the Rental of Wheel Loaders" to be made part of this Contract.</p> <p>Please read all instructions and terms & conditions prior to starting bid preparation. This is not to be considered an order for delivery, but merely, upon issuance, Contractor shall be bound to honor requests for the rental of trucks for a two (2) year period, commencing on date of award. Quantities shown are for bid evaluation only and constitute no guarantee what quantity, if any may actually be called for.</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>		
	<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.

Signed _____ Date _____
 Firm Name _____



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REQUEST FOR QUOTATION

Bid Due Date
02/02/2016

Quantity	Description	Unit Price	Total
	<p>This is a Formal Bid Invitation Mail Sealed Bids to:</p> <p>The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department 4 World Trade Center 150 Greenwich Street, 21st Floor New York, NY 10007</p> <p>by the date and time listed above, where it will be publicly opened and read.</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>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. Express carrier deliveries by commercial vehicles can be made via vendors approved by Silverstein Properties, the 4 World Trade Center (4WTC) Property Manager, through the Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times. There is extensive security at the World Trade Center Site. Individuals must present a valid government-issued photo ID</p>		
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Bid Due Date
02/02/2016

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	<p>to enter 4 WTC. Individuals without packages or carrying small packages or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All envelopes, packages and boxes may be subject to additional security screening.</p> <p>There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited.</p> <p>A valid government-issued photo ID is required to gain access into the building to attend the bid opening or hand deliver a bid.</p> <p>Bids that are not received by the bid custodian by the scheduled bid opening date will be considered late.</p>			
1	<p>Rental Contract for Wheel Loaders</p> <p>The item covers the following services: Two (2) Year Requirements Contract</p>			
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 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 (212) 435-4600 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.

Contract for the Rental of
Wheel Loaders

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 two (2) year Requirements Contract to supply rentals of Wheel Loaders and Equipment for use at the Port Authority's Facilities. The estimated maximum number of Wheel Loaders to be rented at any given time is twelve (12). The Port Authority does not guarantee the actual number of Wheel Loaders that will be required during the term of this Contract.

Category	Description	Estimated Quantity*
I	John Deere 644 or approved equal, with a 4 yd ³ clam shell bucket	12

* Estimated maximum number of units needed at any one time

2. DURATION

The term of this Contract shall be a two (2) year Requirements Contract. Termination of this Contract shall be in accordance with the terms set forth in this agreement. The Port Authority shall have the option to extend this Contract for a one hundred and twenty (120) day Extension Period. Should the Port Authority elect to exercise the option, it shall notify the Contractor in writing at least thirty (30) days prior to the expiration date of the Contract. Pricing shall remain firm during the Extension Period. Termination of this Contract shall be in accordance with the terms set forth in this agreement.

3. DELIVERY OF RENTAL UNITS

The Contractor shall provide delivery of the requested rental equipment within forty-eight (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 Facility as specified in Appendix A. Failure to deliver the ordered equipment within forty-eight (48) hours from notification 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 fifty dollars (\$50.00) per day from the total amount due on the next invoicing until the equipment is delivered.

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.

4. REMOVAL OF RENTAL UNITS

The Contractor shall be responsible for the removal of each rental unit at the end of the rental period within twenty-four (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 fifty dollars (\$50.00) per day from the total amount due on the next invoicing for any equipment left after this twenty-four (24) hour period.

5. 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 13 – SAFETY and Part II, Specifications.

The replacement unit shall be delivered to the Port Authority within twenty-four (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 fifty dollars (\$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. 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 any terms, conditions, or other statements or language printed on the Contractor's form.

6. 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.

7. FUELING

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

8. 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. If License Plates are required for use on public roads, then the vehicle shall be fully registered in New York or New Jersey and have New York or New Jersey License Plates. The Port Authority will not accept units with any other states License Plates or with "In Transit" License Plates.

9. TRANSMISSIONS

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

10. 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 Contractor 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 Contractor shall complete delivery of all items ordered before receipt of the notice of termination.

11. 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: Rental Coordinator

12. 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.

13. 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.

14. 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 or at a more convenient time as deemed and requested by the Rental Coordinator. This training 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 each of the employees trained.

15. 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 twenty-four (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 twenty-four (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 thirty (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.

16. 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 1/10th 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 (10) years or more the depreciation shall remain at 1/10th 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 Contractor's 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.

17. 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 (2) 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 zero percent (0%) to thirty-five percent (35%). The maximum percentage to be recovered for profit and overhead shall be no more than thirty-five percent (35%). The Declared Unit Value (Net Asset Value) listed on Part III, the pricing page will be reduced by ten percent (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 2015 The Contractor lists a 2013 John Deere 644 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 \$65,000.00. The Contractor then supplies the 2013 John Deere 644 to the Port Authority in the year 2015, the vehicles net asset value of \$65,000.00 will be reduced by ten percent (10%) of the original net asset value per year old. This vehicles imputed Net Asset Value is \$52,000.00.

When a rental cost to the Port Authority for an individual vehicle reaches maximum amount to be recovered, as stated in Part III, Pricing Pages, 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 (\$1) dollar upon written notice to the Contractor.

If the Port Authority has chosen to purchase the vehicle for one (\$1) dollar, the Contractor will provide the Port Authority with a clear title to the vehicle at no additional charge within thirty (30) days of receipt of payment.

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

18. 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 six continuous months and upon thirty (30) 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 (30) day notice period, the final rental installment to be prorated to the expiration of the thirty (30) 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 thirty (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

19. 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. 6/1/15 to 6/30/15, 7/15/15 to 8/14/15)

Monthly Rate – The Monthly Rate is the charge for renting the unit for one Rental Month.

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.

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.

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 thirty (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.

20. 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.

21. 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, its related entities, their commissioners, directors, officers, partners, employees and agents, The City of New York** as additional insured, 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. 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, Attn.: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

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

Within five (5) days after the award of this agreement or contract and prior to the start of work, the 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 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 #4945N**

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 five (5) years old. If the rental equipment delivered to the Port Authority becomes six (6) years old, the Rental equipment shall be exchanged for a newer model unit.

Example: A Rental piece delivered to the Port Authority in 2015 is a model year 2010, in 2016 the rental piece would no longer meet the contract terms and the unit would need to be exchanged for a 2011 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.

Specifications For All Categories: Wheel Loader

- Shall be a John Deere 644 Wheel Loader, or approved equal, with a 4 yd³ clamshell bucket.*
- 30,124 lb. breakout force capacity, minimum.
- Automatic Transmission.
- Engine Block Heater.
- Enclosed cab with both heat and air conditioning.
- Equipped with a cab roof-mounted rotating beacon or equivalent warning light.
- Equipped with standard audible backup warning device.
- Equipped with placard indicating “Slow Moving Vehicle.”
- Vehicle must have valid License Plates from New York or New Jersey for use on public roads as required by the States of NY and/or NJ.
- Vehicle must have an up-to-date state DMV inspection sticker, if required, and a valid original or duplicate state issued registration from the state in which the vehicle is registered.
- Vehicle shall have a valid insurance card as issued by the insurance company.
- Vehicle shall be equipped with manufacturer’s standard roadway lighting necessary to conform to all Federal, State, and local requirements.

- Vehicle shall be equipped with all safety devices necessary to conform to all FMVSS, Federal, State, and local requirements.

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: Wheel Loader w/4 Yd³ Clamshell Bucket

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 rentals for 2 years**		Total
\$ _____	X	120	=	“A” \$ _____

		Estimated number of Deliveries for 2 years**		
Delivery Charge				
\$ _____	X	48	=	“B” \$ _____

		Estimated number of Pick ups for 2 years**		
Pick up Charge				
\$ _____	X	48	=	“C” \$ _____

TOTAL FOR TWO (2) 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.

Wheel Loader

Contract Signature Page:

Contractor Name: _____

Contact Name: _____
(Print)

Signature: _____

Title: _____

Date: _____

Appendix A - Port Authority Delivery Locations

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

<p>Port Authority of NY & NJ Newark Liberty International Airport Building 11, Automotive Shop Newark, NJ 07114 Attn: Joe Kardos Tel: 973-961-6042 Fax: 973-961-6530</p>	<p>Port Authority of NY & NJ LaGuardia Airport Building 84, Automotive Shop Flushing, NY 11371 Attn: John Matsen Tel: 718-533-3570 Fax: 718-457-0382</p>
<p>Port Authority of NY & NJ John F. Kennedy International Airport Building 14, Automotive Shop Jamaica, NY 11430 Attn: Steve Tkach Tel: 718-244-4041 Fax: 718-244-8114</p>	<p>Port Authority of NY & NJ George Washington Bridge 220 Bridge Plaza South Automotive Shop Fort Lee, NJ 07024 Attn: Nick Morin Tel: 201-346-4146 Fax: 201-346-8028</p>
<p>Port Authority of NY & NJ Lincoln Tunnel 500 Blvd. East Automotive Shop Weehawken, NJ 07087 Attn: George Metzger Tel: 201-617-8418 Fax: 201-553-9359</p>	<p>Port Authority of NY & NJ Central Automotive Shop 777 Jersey Ave. Jersey City, NJ 07310 Attn: Ron Westervelt Tel: 201-386-6850 Fax: 201-386-6866</p>
<p>Port Authority of NY & NJ Staten Island Bridges 2777 Goethals Road North Automotive Shop Staten Island, NY 10303 Attn: Carlos Berges Tel: 718-390-2546 Fax: 718-273-7302</p>	