



# REQUEST FOR QUOTATION

<p><b>Contact person/Telephone/Email</b> Margaret D'Emic/212-435-4609/mdemic@panynj.gov</p>	<p><b>RFQ Number</b> 0000046309</p> <p><b>Bid Due Date</b> 07/06/2016</p> <p>Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p><b>Deliver Goods/Services To:</b> Newark International Airport Newark NJ 07114</p>
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Quantity	Description	Unit Price	Total
	<p>Rental of Standard Portable Toilets at Newark Liberty International Airport - Two-Year Contract</p> <p>Contract to Begin on or About August 1, 2016</p> <p>The attached document entitled "Specifications/Pricing"(five pages) is included as part of this Contract. Please insert pricing on Pricing Sheet.</p> <p>Bidders should submit a cut sheet showing the model and specifications of unit being bid.</p> <p>Please read all terms and conditions before bidding.</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 the bid opening for awards not exceeding \$1,000,000. My firm was certified as a _____ on _____.</p>		
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>	<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

**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

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.

indicated.

Signed \_\_\_\_\_

Firm Name \_\_\_\_\_

Telephone number \_\_\_\_\_ Date \_\_\_\_\_

Fax Number \_\_\_\_\_

Federal Taxpayer ID \_\_\_\_\_

Email Address: \_\_\_\_\_

**Bidder  
Must  
Sign  
In  
Two  
Places**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Firm Name \_\_\_\_\_



# REQUEST FOR QUOTATION

Bid Due Date 07/06/2016

Quantity	Description	Unit Price		Total	
	<p>This is a Formal Bid Invitation Mail Sealed Bids to:</p> <p>The Port Authority of NY &amp; 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. &amp; 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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 Firm Name \_\_\_\_\_  
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 Firm Name \_\_\_\_\_



### REQUEST FOR QUOTATION

Bid Due Date 07/06/2016

Quantity	Description	Unit Price		Total	
	<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>				
	<p>Portable Toilet Rental EWR - Two Years</p> <p><b>The item covers the following services:</b> Portable Toilet Rental EWR</p>				
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 Telephone number \_\_\_\_\_ Date \_\_\_\_\_  
 Fax Number \_\_\_\_\_  
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<p><b>Bidder Must Sign In Two Places</b></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 (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.

**Bid No. 46309 - Rental of Standard Portable Toilets at Newark Liberty International Airport –Two Year Contract**

**Specifications/Pricing**

Rental of Nineteen (19) Standard Portable Toilets for Newark Liberty International Airport (EWR). Two-year Contract beginning on or about August 1, 2016.

The Contractor's quoted two-year Contract Price shall be firm for the entire duration of the Contract. The Contractor's prices inserted in the attached Pricing Sheet for the services described herein shall be all-inclusive and include cleaning/servicing, as well as delivery, installation and pick-up of the toilets.

Toilets are to be supplied at the following locations at Newark Liberty International Airport:

- Eight (8) toilets at the Central Taxi Stack Area
- One (1) toilet at Terminal A Arrivals
- Two (2) toilets at the Taxi Overflow Area
- One (1) toilet at the C Taxi Hold
- Seven (7) toilets at the Limo Lot #72

At the commencement of the Contract, the Contractor shall deliver toilets that are in good condition with very little wear and tear. These toilets shall be subject to the approval of the Contract Manager. Toilets shall be equipped at minimum with the following:

- light-emitting roof and vent screens;
- toilet paper and hand sanitizer;
- secure door latch system.

**Cleaning/Servicing**

The Contractor shall perform cleaning and servicing, including replenishing of toilet paper and hand sanitizer (and repairs, if necessary), of the portable toilets three (3) days per week, on Monday, Wednesday and Friday, unless otherwise instructed by the Contract Manager, between the hours of 7 a.m. and 5 p.m., at a time arranged between the Port Authority and the Contractor.

Occasionally, additional cleaning/servicing may be required for these toilets. It is estimated, but not guaranteed, that a total of ten (10) additional service visits may be required by the Contractor during the two (2) year Contract period. Pricing for this additional service shall be inserted by the Contractor in Item 6 of the attached Pricing Sheet.

The Contractor shall attach to their monthly invoice an itemized receipt showing the dates of the cleaning/servicing visits performed by the Contractor during the associated billing period.

**Billing**

Invoices, including the associated itemized receipt, shall be submitted monthly to the Contract Manager at:

The Port Authority of NY&NJ  
Newark Liberty International Airport  
Att: Jean Giobbie  
Conrad Road, Building No. 1  
Second Floor, Landside  
Newark, NJ 07114

Invoices may also be transmitted via email to [jgiobbie@panynj.gov](mailto:jgiobbie@panynj.gov).

**Extension Period**

The Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, 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.

**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.

**Liquidated Damages**

The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:

- In the event the Contractor fails to perform cleaning and servicing of the toilets at the times specified herein, the monthly amount payable to the Contractor shall be reduced by seventy-five dollars (\$75.00) per day per toilet for each day the Contractor fails to perform the required cleaning/servicing.

### **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 warranty /guarantee period and any maintenance period. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim

**The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:**

*“The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.”*

The Contractor shall also take out, maintain, and pay premiums on **Workers' Compensation Insurance** in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than \$1 million each accident.

**Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Financing.**

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change result 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#5059N]*

**BID NO. 46309**

**PRICING SHEET**

**Rental of Standard Portable Toilets at Newark Liberty International Airport**

ITEM	DESCRIPTION/ LOCATION	QUANTITY		MONTHLY PRICE PER UNIT*		ESTIMATED TWO (2) YEAR TOTAL
1.	Portable Toilet (Central Taxi Stack Area)	8	x	\$ _____	x 24 months =	\$ _____
2.	Portable Toilet (Terminal A Arrivals)	1	x	\$ _____	x 24 months =	\$ _____
3.	Portable Toilet (Taxi Overflow Area)	2	x	\$ _____	x 24 months =	\$ _____
4.	Portable Toilet (C Taxi Hold)	1	x	\$ _____	x 24 months =	\$ _____
5.	Portable Toilet (Limo Lot #72)	7	x	\$ _____	x 24 months =	\$ _____
		EST. TWO (2) YEAR QUANTITY		PRICE PER SERVICE VISIT		ESTIMATED TWO (2) YEAR TOTAL
6.	Additional Cleaning/ Servicing Visits	10	x	\$ _____	=	\$ _____

**TOTAL ESTIMATED (2) TWO YEAR CONTRACT PRICE \$ \_\_\_\_\_**  
**(Sum of Items 1 through 6)**

\*“Monthly Price Per Unit” is to be an all-inclusive price and shall include but not be limited to cleaning/servicing (and repairs if necessary), including replenishing toilet paper and hand sanitizer, three (3) times per week for each toilet, as well as delivery, installation and pick-up of the toilets.

BIDDING COMPANY NAME: \_\_\_\_\_