

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER
150 GREENWICH STREET, 21ST FLOOR
NEW YORK, NY 10007

INVITATION FOR BID

BID INFORMATION

ISSUED DATE: 8/1/2016

TITLE: EMERGENCY SNOW REMOVAL EQUIPMENT AND LABOR AT
VARIOUS PORT AUTHORITY FACILITIES ON A CALL-IN BASIS
DURING THE 2016-2017 SNOW SEASON

BID NO.: 46754

SUBMIT SEALED SUBMITTALS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS

BID DUE DATE: AUGUST 15, 2016

TIME: 11:00 AM EST

BUYER NAME: JOHN SANTIAGO

PHONE NO.: (212) 435-4613

FAX NO.: (212) 435-4697

EMAIL: john.santiago@panynj.gov

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

(NAME OF BIDDING ENTITY)

(ADDRESS)

(CITY, STATE AND ZIP CODE)

(REPRESENTATIVE TO CONTACT-NAME & TITLE

(TELEPHONE)

(FEDERAL TAX I.D. NO.)

(FAX NO.)

____ BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL
____ OTHER (SPECIFY): _____

**EMERGENCY SNOW REMOVAL EQUIPMENT AND LABOR AT
VARIOUS PORT AUTHORITY FACILITIES ON A CALL-IN BASIS DURING THE
2016-2017 SNOW SEASON**

**INFORMATION FOR BIDDERS
BID #46754**

1. Examine these solicitation requirements and all attachments carefully. Return one (1) copy of this solicitation package with your submittal.
2. Prospective Vendors must complete the document "Schedule of Equipment and Prices" attached hereto, filling in all details for each type of equipment to be furnished and utilized. Read the following carefully:

Column 1 – Facility to Service

The Vendor must list the Facilities they wish to service and identify them with the Facility Code from the document "Port Authority Facilities" attached hereto.

Columns 2 – Number of Units

The Vendor must insert the number of equipment units intended.

Column 3 – Type and Make

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

Examples: (A) Dump Truck - Mack
 (B) Payloaders - Michigan
 (C) Bulldozers - Caterpillar

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

Columns 4, 5, 6, 7, 8 – Model Year, Body Type, Size (Yards), Size (Blade, Bucket),
Reversibility

The Vendor must insert all details.

Column 9 – Haulage Rate per Unit/Per Move

The Vendor must insert either a Flat Rate of compensation or an Hourly Rate charge per unit/per move, if any, for haulage of the equipment unit, with these rates to include the costs of personnel necessary to operate it. These rates shall also include the cost per move for both moving the equipment to a Facility and removing it. Additionally, the Vendor should list a Flat Rate per move for haulage during overtime hours, utilizing the abbreviations "TH" for any

time and a half rates (rate multiplied by 1.5 hours) and "DT" for any double time rates (rate multiplied by 2.0 hours).

Column 10 – Standby Rate per Unit

The Vendor must insert a Straight Time (S/T) Hourly Rate of compensation for the unit of equipment and the labor for operating such unit during the time when the unit is at a Port Authority Facility on standby as a result of notification by the Port Authority but not actually in service. Additionally, if the Vendor is obligated to pay overtime wages to the laborers operating the equipment, the Vendor must indicate the standby Overtime Hourly Rate (TH), which reflects the Vendor's overtime obligation. As such, any double time rates (DT) shall be inserted.

NOTE:

Wherever the Vendor is requested to indicate an overtime rate, the Vendor shall affix the abbreviation "TH" to any time and a half rate and "DT" to any double time rate.

Examples: TH - \$17.50
DT - \$20.00

Column 11 – Operating Rate per Unit

The Vendor must insert the Straight Time (S/T) Hourly Rate of compensation for the unit of equipment and the personnel necessary to operate it while the equipment is actually engaged in snow removal operations at a Port Authority Facility. Additionally, the Vendor must insert the Overtime Hourly Rate (TH) for the labor and equipment while they are actually engaged in snow removal operations at the Facility. The Vendor should affix the abbreviation "TH" to any time and a half rates and "DT" to any double time rates.

Column 12 – Minimum Hour per Call/Per Unit

The Vendor must insert the minimum hours per call for which it must be compensated. Compensation for this minimum time shall be based on the hourly operating rate for the hours the equipment was actually in service and the remaining guaranteed minimum hours shall be paid for at the standby rate. For example, if the lessor is to be paid for a minimum of eight (8) hours per call and its equipment is needed and used for only four (4) hours, the lessor will be paid for four (4) hours at the applicable operating rate (straight time or overtime) and four (4) hours at the applicable standby rate (straight time or overtime.)

Column 13 – Overtime Hours In Effect

The Vendor must insert the hours when the overtime rates are to be in effect. Overtime hours should be indicated by letters "TH" affixed thereto whenever the lessor wishes to indicate time and a half hours. If the Vendor is also obligated to pay double time rates at any time, the Vendor should also indicate in this column when such rates are to be in effect. The abbreviation "DT" may be used to indicate these double time hours.

Example: Hours when overtime is in effect:
TH - 4:00 PM to 8:00 AM, Monday through Friday and all day Saturday.
DT - all day Sunday and Holidays.

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

The Vendor must also include in this column any special notes it feels necessary.

Column 14 – Location of Equipment

The Vendor must insert the location where its equipment is normally parked/stored.

4. Sign and complete the document “Request for Rates” attached hereto.
5. Submit the Request for Rates with all portions of this solicitation, which will be received until 11:00 AM EST on the date specified on the solicitation cover in the Procurement Department of the Port Authority of New York and New Jersey, 4 World Trade Center, 150 Greenwich Street, 21st Floor, New York, NY 10007. Request for Rates shall be submitted in a sealed envelope and conspicuously labeled "Snow Removal" and with the due date.
6. Any questions by prospective Vendor concerning the documents may be addressed to the Procurement Buyer, John Santiago, via e-mail at john.santiago@panynj.gov who, however, is authorized only to direct the attention of prospective Vendors to various portions of the documents so that they may read and interpret such portion for themselves. Neither the buyer nor any other employee of the Port Authority is authorized to interpret any portion of this solicitation or to give information as to the requirements of the documents in addition to that contained in the documents.

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

7. Inasmuch as the transaction hereunder with the Port Authority as a public corporation created by compact between the States of New York and New Jersey, are exempt from taxation, the Vendor warrants that no Federal, State or other taxes have been included in his prices.
8. It is the intention of the Port Authority to accept all properly submitted Request for Rates and formulate a listing from which the Facility Managers may contact various Vendors to effectively accomplish snow removal operations taking due consideration of, among other things, applicable rates, types of equipment, rapid availability thereof, and level of proficiency.
9. The Vendor's attention is called to the fact that the schedules, which form a part of the Request for Rates, provide for the sole and exclusive compensation hereunder. If Vendors need to make additional charges, he/she must indicate them on said Schedule in the box marked "Special Rates".
10. The equipment to be leased will not be utilized in areas under specific contract with other Vendors or in areas where Port Authority Facility staff performs snow removal operations.

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

12. Insurance Procured by the Contractor:

The Contractor and its subcontractor(s) shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, for the life of the Contract and such Insurance and shall be written on an ISO occurrence form CG 00 01 0413 or its equivalent covering the obligations assumed by the Contractor under this Contract including but not limited to premise-operations, products and 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 any autos in the following minimum limits:

Commercial General Liability Insurance - \$ 10 million combined single limit per occurrence for bodily injury and property damage liability.

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

The insurance shall be written on an occurrence basis, as distinguished from a “claims made” basis, and shall not include any exclusions for “action over claims” (insured vs. insured) and minimally arranged to provide and encompass at least the following coverages:

- Contractual Liability to cover liability assumed under the Contract;
- Independent Contractor’s Coverage;
- Premise-Operations, Products and Completed Operations Liability Insurance;
- The insurance coverage (including primary, excess and/or umbrella) hereinafter afforded by the Contractor and all subcontractor(s) shall be primary insurance and non-contributory with respect to the additional insureds;
- Excess/umbrella policies shall “follow form” to the underlying policy;
- Excess/umbrella policies shall have a liberalization clause with drop down provision;
- To the extent any coverage the Contractor and subcontractor(s) obtains and/or maintains under this Contract contains “Other Insurance” language or provisions, such language or provisions shall not be applicable to the additional insureds or to any insurance coverage maintained by the additional insureds;
- All insurance policies shall include a waiver of subrogation, as allowed by law, in favor of the additional insureds;
- Defense costs must be outside of policy limits. Eroding limits policies are not permitted;
- In the event the Contractor and/or its subcontractors obtains and/or maintains insurance in an amount greater than the minimum limits required under this Contract, then the full limits of that insurance coverage will be available to respond to any claim asserted against the additional insureds that arises out of or is in any way connected with this Contract;
- Additional insureds coverage shall not be restricted to vicarious liability unless required by controlling law.

In addition, the liability policy (ies) shall be written on a form at least as broad as ISO Form CG 20

10 10 01 (for ongoing operations work) together with ISO Form CG 20 37 10 01 (for completed operations work) or their equivalent and endorsed to and name "The Port Authority of New York and New Jersey and its related entities, their Commissioners, Directors, Superintendents, officers, partners, employees, agents, their affiliates, successors or assigns, The City of New York, The State of New York, The New York State Department of Transportation, AFCO AvPorts Management LLC., Trends Urban Renewal Ltd., JHR Realty Co." as Insured (as defined in the policy or in an additional insured endorsement amending the policy's "Who is An Insured" language as the particular policy may provide). The "Insured" shall be afforded coverage and defense as broad as if they are the first named insured and regardless of whether they are otherwise identified as additional insureds under the liability policies, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Such additional insureds status shall be provided regardless of privity of contract between the parties. The liability policy (ies) and certificates of insurance shall contain separation of insured and severability of interests clauses 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. The Contractor is responsible for all deductibles or losses not covered by commercially procured insurance. Any portion of the coverage to be provided under a Self-Insured Retention (SIR) of the Contractor is subject to the review and approval of the General Manager, Risk Finance. Furthermore, any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

If any of the Work is to be done on or at Port Authority facilities by subcontractors and, if the Contractor requires its subcontractors to procure and maintain such insurance in the name of the Contractor, then such insurance as is required herein shall include and cover the additional insureds and it must have insurance limits not lower than those set forth by the Port Authority herein, along with all the insurance requirements in this section known as "Insurance Procured by the Contractor".

All insurance coverage shall be provided by the Contractor and/or by or for any of its subcontractors at no additional expense to the Port Authority and its related entities. A copy of this section titled "Insurance Procured by the Contractor" shall be given to your insurance agent and subcontractors and shall form a part of the covered contract or subcontract for insurance purposes in furtherance of the insurance requirements under this Contract.

Further, it is the Contractor's responsibility to maintain, enforce and ensure that the type of coverages and all limits maintained by it and any of all subcontractors are accurate, adequate and in compliance with the Port Authority requirements; and the Contractor is to retain a copy of its subcontractors' certificates of insurance. All certificates of insurance shall be turned over to the Port Authority prior to the start of work, including subcontractors' work, and upon completion of the Contract.

The Contractor, its subcontractors, and its insurers 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 and its subcontractor(s) 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 per 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 Att: Facility Contract Administrator, at the location where the work will take place with a copy to the General Manager, Risk Finance.

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

Within five (5) days after the award of this Contract and prior to the start of work, the Contractor must submit an original certificate of insurance to the Port Authority 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 contract number prior to the start of work. The Contractor is also responsible for maintaining and conforming to all insurance requirements from the additional insureds and their successors or assigns. The General Manager, Risk Finance 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 Finance, 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 the Contractor and all subcontractors shall suspend performance of the Contract at the premises until a satisfactory insurance policy (ies) and certificate of insurance is provided to and approved by Risk Finance, unless the Facility or Project Manager directs the Contractor, in writing, to continue to performing work under the Contract. If the Contract is so suspended, no extension of time shall be due on account thereof.

Renewal certificates of insurance or policies shall be delivered to the Port Authority Facility Contractor Administrator, and upon request from the additional insureds, their successors or assigns 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 and provide same to the Port Authority.

Failure by the Contractor to meet any of the insurance requirements, including the requirement that the Port Authority be afforded the full extent of the insurance obtained under this Contract without limitation, shall be deemed a material breach of contract and may be a basis for termination of this Contract by the Port Authority.

The requirements for insurance procured by the Contractor and subcontractor(s) 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 Port Authority as to the adequacy of the insurance necessary to protect the Contractor against the obligations imposed on it by law or by this or any other contract. **CITS# 5109N**

PLEASE SUBMIT YOUR INSURANCE CERTIFICATE WITH YOUR RATES

PORT AUTHORITY FACILITIES

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

REQUEST FOR RATES

EQUIPMENT WITH LABOR, FOR SNOW REMOVAL
WINTER SEASON - 2016- 2017
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

TO: THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

The undersigned, hereinafter called the "lessor," hereby offers and agrees to lease equipment, with labor necessary for its operation if and when requested from time to time by a Port Authority Facility Manager for snow removal during the winter season 2016-2017 at the Facility or Facilities indicated hereafter and at the rates specified herein. The Authority in no way represents or guarantees that it will request any equipment from the lessor nor does the lessor guarantee that he will furnish the equipment when requested by the Authority. If, during the winter season 2016 - 2017 all or part of the lessor's equipments becomes unavailable, the lessor shall so inform the Manager, Commodities and Services Division, in writing. As used herein "Manager" shall mean the Manager of the particular Authority Facility involved or his duly authorized representative acting within the scope of the particular authority vested in him.

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

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

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

just or unjust, of third persons arising or alleged to arise out of the leasing or use of equipment or labor hereunder whether such claims are made against the lessor or the Authority. This paragraph shall not limit the responsibilities the lessor would have in the absence of this paragraph. No third party rights are created hereunder.

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

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

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

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
4 World Trade Center
150 Greenwich Street, 21st Floor
New York, NY 10007
(Requirement of Contractor)

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

Name: _____

Signature: _____

Dated: _____

Title: _____

Address: _____

Tel #: _____

Fax: _____

E-mail: _____

(LESSOR'S SEAL)

