



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

## REQUEST FOR QUOTATION

<p><b>Contact person/Telephone/Email</b> Shanta Nelson/212-435-4661/snelson@panynj.gov</p>	<p><b>Collective#</b> 0000047080 <b>Bid Due Date</b> 09/13/2016 Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p><b>Deliver Goods/Services To:</b> John F Kennedy International Airpor Building No. 14 - Stockroom Jamaica NY 11430</p>
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Quantity	Description	Unit Price	Total
	<p>Airport Runway Electrical Maintenance Trucks</p> <p>Delivery to various Port Authority Facilities as noted in Appendix E entitled "DELIVERY LOCATIONS FOR VEHICLES, MANUALS, &amp; TRAINING".</p> <p>Attachments: "Specifications for Airport Runway Electrical Maintenance Truck" and Appendix A-F" to be made part of this Contract.</p> <p>Contract Administrator: Mr. Aldo Nuzzolese</p> <p>NOTE: PLEASE CONTACT MR. NUZZOLESE THREE (3) BUSINESS DAYS PRIOR TO DELIVERY FOR INSTRUCTIONS. DELIVERY SHALL BE MADE BETWEEN THE HOURS OF 8AM AND 2PM, MONDAY THROUGH FRIDAY.</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 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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09/13/2016

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	<p>This is a Formal Bid Invitation</p> <p>Bid Submission Instructions:</p> <p>Sealed Bids must be submitted to and received at the following address by the due date and time listed on this Request for Quotation, where they will be publicly opened and read:</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>Clearly mark the outside of your envelope/package with "BID ENCLOSED", the Collective/Bid Number and Due Date, and your complete company name and address.</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</p>			
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	<p>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 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. The Port Authority assumes no responsibility for delays, including, but not limited to delays caused by any delivery service, building access procedure or security requirement.</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. Bids that are not received by the bid custodian by the scheduled bid opening date will be considered late.</p> <p>If any Addenda are posted or sent as part of this Bid, the Bidder shall complete, sign and include with its Bid the addenda form(s). In the event any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though the Addenda had been acknowledged. If the Bidder downloaded this solicitation document, it is the responsibility of the Bidder to periodically check the Port Authority website at</p>		
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	<a href="http://www.panynj.gov/business-opportunities/bid-proposaladvertisements.html">http://www.panynj.gov/business-opportunities/bid-proposaladvertisements.html</a> and download any addenda that might have been issued in connection with this solicitation.		
6	Airport Runway Electrical  <b>The item covers the following services:</b> Maintenance Trucks		
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>		<b>Total Delivered Price</b>

**PAYMENT  
TERMS**

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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.

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
OPERATIONS SERVICES DEPARTMENT  
CENTRAL AUTOMOTIVE DIVISION  
241 ERIE STREET, ROOM 307  
JERSEY CITY, NEW JERSEY 07310-1397**

**DATE: AUGUST, 2016  
CODE: 015-G515-4858**

**SPECIFICATIONS FOR:**

**AIRPORT RUNWAY ELECTRICAL MAINTENANCE TRUCK**

**1. General**

These specifications cover the furnishing of the latest production Airport Runway Electrical Maintenance Truck, with the latest model Ford F-650 Dual Rear Wheel Cab-Chassis equipped with the latest Structural Metal Fabricators, Inc. (SMF) Enclosed Box Service Body model TC-1478. The cab-chassis and the body shall be equipped with all manufacture's standard equipment and also equipped with the specific components and equipment as listed within these specifications. The vehicle shall also have all other equipment, parts, and components that are necessary and/or appropriate for the operational intent of the vehicle.

The vendor shall complete the Bidder's Pricing Sheet – Part 1 located in Appendix C, listing the Price for the vehicle, and completing the Bid Evaluation Pricing – Part 2 located in Appendix C listing the Grand Total Bid Price that will be used to evaluate the bid.

Where every possible effort shall be made to meet the following: At least sixty (60%) percent (value) of each vehicle's components and subcomponents should be produced in the United States or Canada. Final assembly should take place in the United States and all equipment be purchased from a domestic supplier.

The failure to meet these objectives will not preclude award of this contract.

However, the vendor is required to certify whether the item does or does not meet this domestic content and assembly provision, as set forth in Appendix C.

Note: The bid shall be evaluated based on the Grand Total Price listed Appendix C.

## Vehicle Specifications

### **2. General Requirements**

The vehicle shall be the latest production commercially available dual rear wheel airport runway electrical maintenance enclosed box truck equipped with all the components specified within these specifications and also equipped with a service body as specifically required herein.

The airport runway electrical maintenance enclosed box truck shall be a Ford F-650 Super Duty Diesel vehicle that operates without any limitations using ASTM B-20 Diesel Fuel. The vehicle and all its components shall be the latest manufacturer's production models equipped with all manufacturer standard components and all other components and options specified within these specifications.

The vehicle shall have a maximum overall height of: 120 inches  
Measured from the ground to the highest point of any component on the top of the cab or body placed in the stowed position

Any vehicle that exceeds the maximum overall height shall be approved by the Engineer prior to production of the vehicle.

Upon delivery of each vehicle, the vendor shall certify that each vehicle is equipped with all specified components and agreed upon changes, all equipment provided have been fully tested and ready for service, and, that the vehicle is designed and certified to operate in accordance with all regulatory requirements as specified within these specifications and all others as required by Federal, State of New York and State of New Jersey.

The vehicle shall have the design requirements to accommodate all other equipment specified in these specifications and the complete design and installation of the equipment shall be arranged so that they are easily accessible for use and maintenance. The vehicle shall be designed to operate at its designated GVWR, on highways and on airport aeronautical areas, and in any ambient temperatures from 0°F to 110°F. The vehicle shall be used in all-weather conditions for emergency response operations, during day and night hours.

The complete vehicle and all components and systems shall be complete, fully tested, and ready for service.

### **3. Vehicle Specifications**

The airport runway electrical maintenance enclosed box truck shall be equipped with manufacturer's standard cab-chassis, equipped with all cab-chassis manufacturer's standard components and equipment, and include the following minimum requirements and any other requirements needed for the application:

- A. Extended Cab: Manufacturer's Standard Extended Cab (Ford SuperCab)

- B.** Airport Runway Electrical Maintenance Enclosed Box Truck Body
- C.** Dual Rear Wheel
- D.** 4 X 2 Axle Configuration
- E.** Vehicle Minimum Ratings:
  - GVWR: 26,000 Lbs, Min.
  - Front GAWR: 8,500 lbs.
  - Rear GAWR: 17,500 lbs.
  - Towing Capacity: 10,000 lbs, Min.
  - GCWR: 36,000 lbs, Min
- F.** Cummins 6.7L ISB 260 HP Diesel Engine to Operate on ASTM B-20 Diesel fuel that meets all Federal, State of NY and State of NJ Latest Emissions Regulations, and all other requirements listed herein, and include:
  - Heated Fuel/Water Separator
  - Engine Shutdown System: Manufacturer's standard engine protection system with automatic override, and with visual and audible alarm for:
    - Low Oil Pressure
    - High Coolant Temperature
    - Low Coolant Level
  - Air Filter Restriction Indicator: Installed On Air Filter
  - Manufacturer's Standard Engine Cold Start System That Allows Engine To Start At 0°F Without Any External Power
  - Manufacturer's Standard Engine Cold Start System That Allows Engine To Start At 0°F Without Any External Power
- G.** Anti-Freeze: Permanent Type -20°F
- H.** Alternator: Largest Available, Minimum 320 Amp Output
- I.** Battery: Minimum Total of 2,850 CCA HD batteries with run down protection
- J.** Allison 3000 RDS Series Automatic Transmission: Electronic transmission and include:
  - Transmission Oil Cooler, As Required For Operation
  - Synthetic Transmission Oil
  - Illuminated Push-Button Shift Selector Control
  - Neutral Safety Switch For Starter
  - Latest Allison Program for the Application To Operate With The Application Operation(s)

- Heavy Duty Drive Line Shafts And Components
  - All Driveline Bolts Shall Have Locking Tabs, Safety Wire, Or Other Bolt Securing System
  - Magnetic Oil Drain Plug
  - Oil Level Sensor
  - Oil Temperature Gauge: Installed on Dash
  - SAE PTO Openings to operate air compressor and generators specified herein, and the required programming required to interlock operation on on-board equipment
  - Spare Transmission Input/Output for Body System Operation/Control
  - A PTO interlock system that that automatically allows the PTO to be only engaged when the transmission is in Neutral
- K.** Rear Axle: Synthetic Oil
- L.** ABS Power Assist Brakes & Traction Control
- M.** Power Steering
- N.** Diesel Fuel Tank: Manufacturer's Standard
- O.** Urea Tank: Manufacturer's Standard Tank
- P.** Wheels: Front & Rear Steel Disc
- Q.** Tires:
- Front: Highway Tread Pattern
  - Rear: On/Off Highway Tread Pattern
- R.** Frame: Yield Strength, Section Modulus, and Resisting Bending Moment Required for the Application in all loading conditions
- S.** Trailering Package To include:
- Manufacturer's standard heavy duty Class IV trailer receiver
  - Manufacturer's standard electric brake controller installed on dash
  - All other trailering components as specified in the paragraph entitled "Trailer Receiver"
- T.** Driver's Instrumentation Cluster Display: To include tachometer, oil pressure gauge, engine temperature gauge, transmission fluid temperature gauge, engine hour meter, odometer, and Warning indicators to include oil pressure, engine temperature, battery, lights on, low fuel, door ajar, brake fluid
- U.** Power Windows
- V.** Power Steering
- W.** Hydraulic Power Brakes

- X.** HD Suspensions with Anti-Roll Stability Control, HD shocks, & Sway Bars
- Y.** Air Conditioning: Factory Installed
- Z.** Upfitter Switches: Manufacturer's Standard Located on Dashboard
- AA.** Tinted Glass
- BB.** Side View Mirrors on Both Sides: Thermostatically Controlled Heated West Coast Mirrors And Folding Brackets, With Convex Mirrors Bottom of the West Coast Mirrors. The mirrors shall be properly installed to provide full view of the vehicle.
- CC.** Halogen headlights
- DD.** Variable intermittent windshield wipers and windshield washer
- EE.** Front Bumper: Manufacturer's Standard
- FF.** Manufacturer's Standard Driver/Passenger Seatbelts and Airbags
- GG.** AM/FM Radio
- HH.** 12V DC power outlet(s): Provide minimum of one (1)
- II.** Cab Interior LED Dome Light: Two (2), One At The Front And One At The Rear Area
- JJ.** Seats: Heavy Duty Vinyl with adjustable head restraints and lap/shoulder seat belts and include:
  - Front Bucket Seats with Air Ride for Driver and Manufacturer's Standard Bucket Seat for the Passenger
  - Rear Individual Seats, one behind driver and one behind passenger with a configuration to provide adequate area for the access into the rear box body of the vehicle
- KK.** Headliner
- LL.** Heavy Duty Rubber Floor Mat
- MM.** Front Tow Hooks: Two (2)
- NN.** Front License Plate Bracket
- OO.** Rear View Camera: Federal Signal CAMSET Model 56 with manufacturer approved wiring and brackets for durable installation in the specific application installed in the cab providing adequate visibility of the rear of the vehicle under all conditions, including low light conditions, and the camera installed in the cab in a location convenient to driver's vision
- PP.** Fire Extinguisher: 2.5 Lbs, Installed in the cab at the location identified by the Engineer
- QQ.** Interior Color: Manufacturer's Standard Dark Gray or Dark Color
- RR.** Exterior Color: Manufacturer's Standard Bright White

- SS.** Manufacturer's Standard Factory Rust Protection
- TT.** Full Size Spare Wheels/Tires: Two (2), One Shall Be The Same As Front And One The Same As A Rear, Both Shipped Loose
- UU.** Four (4) Sets Of Keys and Four (2) Keyfobs for Airport runway electrical maintenance enclosed box truck and also six sets of keys for all body components equipped with locks
- VV.** Minimum one half (½) Tank Fuel At Time Of Delivery (Note: vehicles with less than one half (½) tank of fuel will not be accepted)
- WW.** No Dealer Advertising Or Logos Of Any Kind, No Exception
- XX.** All Other Equipment Not Specifically Mentioned But Included As Manufacturer's Standard Equipment

## **Vehicle Body & Equipment Specifications**

### **4. General Body Requirements**

The vehicle is an electrical service type box body vehicle to primarily operate on the airport runways, taxiways, service roads, and all other aeronautical areas to perform all electrical work to maintain runway lights, illuminated signs, and all other aeronautical electrical work, as well as also perform all electrical work on and around all airport public roadways. The vehicle shall be designed and certified to operate in accordance with all regulatory requirements as specified within these specifications and all others as required by Federal, State of New York, State of New Jersey, and City of New York. The vehicle shall have a body design that accommodates all other equipment specified in these specifications and located so that they are easily quickly accessible for use.

The body components and systems shall include all items and components as required or recommended by the respective component manufacturer for the application, and all components and equipment as specified below.

The final vehicle design, the configuration of the body, and the layout of all equipment shall be reviewed and approved by the Engineer during pre-production meeting(s) prior to the production of the vehicles.

The vehicle's overall height with any equipment installed on the cab or the body shall not exceed a maximum overall height of 118 inches measured from the ground to the highest point of any component on the top of the vehicle placed in the stowed position.

### **5. Electrical Maintenance Service Body**

The vehicle shall be equipped with the Structural Metal Fabricators, Inc. (SMF) model TC-1478 manufacturer's standard production electrical maintenance service truck box

body, equipped with all equipment as specified herein and with a design configuration shown on the attached Concept Drawing located in Appendix F at the end of these specifications. The truck shall be equipped with all required structures, brackets, and hold-down devices required for the equipment installed within the body and as specified within these specifications. The design of the body and equipment shall include all items as specified below. The final service body design configuration and the layout of all equipment within the body shall be finalized by the Engineer during pre-production meeting(s) prior to the production of the vehicles.

**Service Body Design & Equipment:**

**A. Service Body Design**

The vehicle shall be equipped with the vehicle manufacturer's standard production heavy duty enclosed service body, completely manufactured from structural steel and aluminum material as required for the application. The enclosed service body bed shall have access from the rear of the vehicle and from the front through the center rear area of the cab. The front of the body shall be of a design that transitions with an angled aerodynamic shape over the roof of the cab to a flat roof over the body to provide adequate provisions to provide the entrance into the body from the rear of the cab. The interior height from the front of the cab to the rear of the body shall be the same height to allow personnel to move freely between the cab and the body and provide a minimum interior height throughout the body of seventy-eight (78") inches and the body size as shown on the attached concept drawing.

The transition area on the interior of the cab shall be insulated and covered with FMVSS approved medium gray carpet upholstery, with storage above the seating with doors and latches. All areas where safety of striking head is possible shall be properly padded with vinyl over suitable foam backing.

Each side of the body on both the interior and exterior shall have the design as show on the concept drawings. Each exterior compartment shall be equipped with water tight doors with stainless steel locks and hardware. Each compartment door shall have a switch and indicator light on the dash that indicates when a compartment door is open. All compartments for each vehicle shall be equipped with keyed locking doors that are all keyed alike.

The service body shall have the required structural design and configuration to adequately fit on the cab-chassis and be adequately structurally assembled on the cab-chassis' frame that allows the body to support all imposed loads up to the vehicle's rated GVWR capacity. The service body shall be provided with all reinforcements and structural members for the installation, support, and operation of all other equipment installed on or within the service body, including any other components as required by these specifications.

The bed of the service body shall be of aluminum construction and interior floor shall be provided with an 3/16 inch aluminum sub-floor and a finished floor that

is a continuous Altro Transflor Flooring with non-slip surface from the front to rear of the body and configured to fully drain all water outside the bed from the rear of the vehicle. The complete floor shall be sealed at the edges onto the walls so that the floor can be washed to drain towards the rear and outside of the vehicle.

The body shall be completely water tight and be designed for severe duty electrical services. All compartments shall be fully sealed from the outside elements. All compartments shall have a top deflector to deflect water from entering the compartments.

The complete body, except for any aluminum diamond plate at the rear or sides of the body, shall be painted with a white finish as specified in these specifications.

The service body shall be equipped with all lighting, reflective devices and conspicuity systems conforming to FMVSS 108 standards and all others as required within these specifications.

**B. Exterior Service Body**

The exterior of the service body on each side of the vehicle shall be equipped with watertight compartments as shown on the attached drawings for the Exterior of the Vehicle. The exterior of the vehicle and compartment shall have the following requirements:

- The vehicle shall have the following compartments on each side of the vehicle each adequately sized for the required configuration and properly sized to install and secure the cabinet size listed on the drawings:

Left Side of the Vehicle:

- Two (2) vertical compartments on the left side of vehicle, one (1) forward of the wheel well and one (1) on the rear of the wheel well.
- One (1) vertical open through compartment and sealed as required on the front left side of the vehicle with access door(s) to provide access to the chassis installed equipment such as the underdeck equipment components, electrical/electronics equipment, etc.
- One (1) horizontal compartment with double doors on the left side of vehicle above the wheel well and positioned to provide the adequate height for the installation of the work bench on the compartment and similar to the Right Side Horizontal Compartment.

Right Side of the Vehicle:

- Three (3) compartments on the right side of the vehicle, two (2) forward of the wheel well and one (1) on the rear of the wheel well.

- One (1) horizontal compartment with double doors on the right side of the vehicle above the wheel well and positioned to provide the adequate height for the installation of the hose reel and work bench on the compartment.
- All compartments shall be sealed water tight compartments with sealed doors and equipped with a locking handle.
- An electronic locking latch with a manual override for each of the exterior vertical compartments. All latches shall automatically lock and be deactivated through a switch located on the dash to unlock all doors. Each individual lock shall have a provision for a manual override that allows to manually unlock the latch when it is locked. The Compartment Lock Switch on the dash shall be operational only when the ignition switch is in the “ON” position.
- Each external body compartment access door shall have an integral switch and a Kussmaul model 091-178 or approval equal open door LED display indicator on the dash that indicates when any of the doors are not in the fully closed position and each indicator shall be clearly labeled.
- Each compartment on the exterior of the service body shall be equipped with Fire Research Corporation (FRC) Sunstrip LED Strip Lights that run the full height on each side of each compartment to illuminate the complete interior of the compartment. All compartment lights shall have a single master switch on the dash to power all compartment light switches. Power to the master switch shall be provided only when the ignition switch is in the “ON” position. Each of the compartment’s complete lighting system shall be operated by a single switch located at the rear right side of the respective compartment.
- Each vertical exterior compartment shall be equipped with Stanley Vidmar Storage Cabinets on the left and right side of the vehicle as show in the attached drawings for the Exterior of the Vehicle. The cabinets shall have the configuration, cabinet size as listed to fit the arrangement, and the draw sizes as listed, but the final design shall be finalized during the vehicle pre-production meeting.
- Side fixed windows of an approximate size of 36 inch wide X 24inch high positioned to fit the interior arrangement for the interior design of the vehicle as listed below for the Interior Service Body. The glazing shall be for automotive application and meet all FMVSS requirements.
- The service body shall be equipped with underbody work LED lights on the left and right sides of the body to illuminate the ground areas directly in front of the body. The lights shall be low profile LED lights. There shall be a total of six (6) lights, and they shall be located one (1) to the rear of the rear axle and two (2) to the front of the rear axle, on each side of the vehicle. The lights shall operate from a Underbody Work Light Switch

located on the dash. In addition, power to the master switch shall be provided only when the ignition switch is in the “ON” position.

**C. Rear Service Body**

The rear of the service body shall be equipped with a rear roll-up door that shall be a ROM Corporation Aluminum Roll-Up Door that is equipped with a locking handle and rolls-up in a confined area. Overhead type door is not acceptable. The door shall have a nominal clear opening of approximately sixty-nine (69”) inches high X seventy (70”) inches wide.

The rear of the vehicle shall be equipped with Grip Strut fold down step of proper size for easy access into body interior. The rear step shall be structurally reinforced for the proper installation of the crane.

**D. Interior Service Body**

The interior of the service body shall have a design as shown on the attached drawings for the interior of the Vehicle. The interior of the service body shall be equipped with the following:

- Interior Walls: The interior walls shall be fully lined with one half (½”) inch Grade A exterior plywood sealed with a laminate that is a durable, water-tight, seamless wall system or other durable, water-tight, seamless sealed laminate wall system for the application. All joints shall be adequately fastened to each post with blind fasteners. All walls/wall linings shall be full height and fully sealed onto the finished floor so that the vehicle can be washed with a hose and draining towards the rear of the vehicle’s rollup door without trapping any water inside the body.
- Front Cab Access Door: The front of the service body shall be equipped with a heavy duty solid bulkhead sliding door to allow access from inside of the service body to the cab. The door shall be equipped with all stainless steel hardware and an automotive latch; with latching handles on both the sides of the door.
- Interior Storage Cabinets: The interior of the service body shall be equipped with Stanley Vidmar Storage Cabinets on the left and right side of the vehicle as show in the attached drawings for the Interior of the Vehicle. The cabinets shall have the configuration, cabinet size as listed to fit the arrangement, and the draw sizes as listed, but the final design shall be finalized during the vehicle pre-production meeting.
- Work Bench Storage Shelf: A work bench storage shelf shall be installed above each work bench above each side window, and positioned so that it is slightly pitched down towards the front section to allow storing equipment. Each storage shelf shall be approximately four (4’) feet wide and have a two (2”) inch high front lip and also be equipped with a protective netting with quick connect snaps to secure the netting.

- Workbenches: The interior of the service body shall be equipped with two (2) workbenches. Each workbench top shall be of 1¾ inch Bally Block Butcher Block and shall be approximately twenty-eight (28”) inches deep X forty-eight (48”) inches long and the top of the work bench shall be approximately thirty-six (36”) inches high. Each bench shall be positioned as shown on the attached drawing for the Interior of the Vehicle. Each work bench and thirty-six (36”) inch wide X twenty-four (24”) inch high fixed window shall be positioned so that the respective window is centered above the workbench.

Each work bench shall be equipped with a removable six (6”) inch Mechanics vise installed at the right side of the work bench. The vise shall be equipped with a trailer receiver tube to allow to quickly install/remove the vise from each work bench. The trailer receiver tube shall be installed flush and beneath the work bench so that it does not protrude out when the vise is removed. Each vise shall also be equipped with a trailer receiver tube installed in a location that allows the vices to be stored when not needed.

- Interior Lights: The interior of the service body shall be equipped with Fire Research Corporation (FRC) Sunstrip LED Strip Lights that are operated with switches as follows:
  - Two (2) continuous rows of LED strip lights that run the full length of the ceiling from front to rear. The rows shall be adequately spaced so that they provide the best area lighting inside of the body. All ceiling lights shall be operated by two (2) three (3)-way switches, where one (1) switch is located on the dash and a second switch is located on the rear right inside of the body and be properly labeled.
  - One (1) four (4’) foot LED strip light installed above the right side work bench installed beneath the work bench storage shelf. The work bench LED light shall be operated from a switch located near the bench area.
  - One (1) four (4’) foot LED strip light installed above the left side work bench installed beneath the work bench storage shelf. The work bench LED light shall be operated from a switch located near the bench area.

All lights shall only be operational when the ignition switch is in the “ON” position.

- Heater: The interior of the service body shall be equipped with a heating system that allows the interior of the body to have adequate heat during cold weather conditions.

## 6. Rear Step Bumper

The vehicle shall be equipped with a rear structural step bumper of steel construction. The rear of the bumper shall have two sections of rubber dock bumpers. The step bumper shall be installed on a steel frame assembly that is fully structurally reinforced to support all applied loads including the crane supporting structures and it shall be bolted to the chassis frame. The rear bumper shall have a flip down aluminum step to provide access into body interior from the rear of the vehicle.

## **7. Trailer Receiver**

The vehicle shall be equipped with a manufacturer's standard production model heavy duty trailer receiver installed at the rear of the vehicle with a design configuration that is equipped with all required supports to tow trailers up to a GVW of ten thousand (10,000) LBS. The trailer receiver shall be equipped with all other towing components and have the following minimum requirements:

- **Trailer Receiver:** Trailer receiver that has a minimum weight-carrying towing rating of ten thousand (10,000) LBS capacity. The trailer receiver shall be installed at an approximately height of twenty-one (21") inches from ground.
- **Combination Tow Hook:** Heavy duty class III trailer receiver Holland Model BH-200RN51 with combination pintel hook/two (2") inch ball installed on a Holland Model PM-204A receiver mount with Grade 8 bolts, washers, & nuts.
- **Chain Hooks:** Two (2) hooks, one (1) on each side of the receiver to secure the trailer's safety chains.
- **Brake Controller:** Vehicle manufacturer's standard electric brake controller as specified paragraph entitled "Vehicle Specifications."
- **Trailer Plug:** Cole Hersee 12080, 7 pole trailer socket installed in accordance with SAE Standard J1067, "Seven Conductor Jacketed Cable For Truck Trailer Connections"
- **Towing Capacity Label:** Plastic engraved label with one half (1/2") inch lettering indicating the maximum towing capacity for the vehicle installed near the tow receiver in a noticeable area of the vehicle

## **8. PTO Operated Systems**

The vehicle shall be equipped with a Vanair Manufacturing, Inc. underdeck Genair TEFC integral air compressor with a capacity of 125 CFM @ 100 PSIG and a 10 kW generator system installed per manufacturer's recommendation. The system shall be equipped with all required cab controls and the Vanair Electronic controls to operate the generator and compressor system. An Operator's Instruction Plastic engraved Label shall be provided in an adequate location that provides step by step instruction on the operation of the system. The system shall be driven off the transmission PTO, and shall have the following minimum requirements:

- Transmission Mounted Hot-Shift PTO Package that Operates the complete Genair System with all manufacturer's standard equipment
- Genair System Compressor Package to provide the following:
  - Adequately cooled PTO driven compressor with a minimum capacity of 125 CFM @ 100 PSIG rated at 100% duty cycle, and to operate continuously at 150 PSIG
  - The compressor system shall be operational by a master switch on the dash to allow the compressor control pane to be operational. Power to the master switch shall be provided only when the ignition switch is in the "ON" position. The operation of the compressor shall be controlled by the compressor controls on the compressor's control panel.
  - Main shutoff full flow ball valve, air pressure regulator, pressure gauge, and Norgren Filter/lubricator/regulator (FLR) located in a readily accessible and visible location
  - All synthetic oil lubrication
  - Air Intake Filters: Separate two-stage, heavy duty, dry-type air filters shall be provided for air compressor.
  - Air Receiver: The receiver shall be ASME code approved rated at a 200 psig working pressure. The receiver shall be equipped with relief valve, a fill cap and easily readable sight and glass, three quarters (¾") inch service valve(s), spin-on air compressor oil filter with built in by-pass protection and filter differential air pressure gauge.
  - Air/Fluid Separator: The separator shall be equipped with an external spin-on air-oil separating element located so that it is easily visible and serviceable and it shall be as recommended by Vanair to provide reliable and optimized compressor performance when operating at one hundred percent (100%) duty cycle.
  - Air Protective System: The compressor system shall be equipped with an adequately sized ASME/OSHA relief valve (velocity fuse) and a protective circuit to automatically shutdown in case of high compressor temperature or over pressurization. The compressor shall also be equipped with all other protective features as recommended by Vanair.

- Compressor Control Panel: The compressor system shall be equipped with the manufacture's standard instrument panel located in a readily accessible location and it shall include a compressor air pressure gauge, hour meter, compressor oil temperature gauge and over-temperature/over-pressure reset switch.
- Compressor Cooling System: The compressor shall be equipped with the required cooling system to allow it to satisfactorily continuously operate at rated air delivery and pressure at ambient temperatures of 110° F.
- Compressor Load Demand Controls: The compressor system shall be equipped with a pneumatic inlet control valve that shall automatically modulate output from 0 to one hundred percent (100%) response to air demand.
- Speed Control: Electronically controlled engines speed control to allow modulation of engine speed to meet air system demands.
- One (1) self-rewinding Air Reel Hannay model N716-23-24-15.5J air hose reel with a four (4)-way roller, one half (½") inch by fifty (50') feet of rubber air hose with a ball stop, and an air connection chuck installed inside of the horizontal compartment on the left side of the vehicle.
- The following minimum air connection outlets shall be installed at the following locations:
  - One (1) on the rear left exterior of the service body in a protective receptacle with a cover.
  - One (1) on the rear right exterior of the service body in a protective receptacle with a cover.
  - One (1) on the interior of the vehicle on the left side work bench with a fixed power strip permanently installed above the bench area, equipped with a coiled three eight (3/8") inch hose with a quick connect chuck.
  - One (1) on the interior of the vehicle on the right side work bench with a fixed power strip permanently installed above the bench area, equipped with a coiled three eight (3/8") inch hose with a quick connect chuck.
- Genair System Generator Package to provide the following:
  - 10 kW Generator, rated to have the capability of continuous producing 10,000 Watts of AC power.
  - The generator system shall be operational by a master switch on the dash to allow the generator control pane to be operational. Power to the master switch shall be provided only when the ignition switch is in the "ON" position. The operation of the generator shall be controlled by the generator controls on the generator's control panel.

- Generator Control Panel: The generator's control panel shall be located in a readily accessible location with on/off switch and indicator light. Control panel shall be the manufacturer's standard unit and include circuit breaker(s) and all other required controls and indicators.
- The vehicle shall be equipped with the following minimum 20 Amp 120 VAC circuit breaker protected Ground Fault Interrupted duplex outlet receptacles in weatherproof enclosures installed at the following locations:
  - One (1) at the front left side of the body
  - One (1) at the rear left side of the body
  - One (1) at the front right side of the body
  - One (1) at the rear right side of the body
  - One (1) on the interior of the vehicle on the left side work bench with a fixed power strip permanently installed above the bench area
  - One (1) on the interior of the vehicle on the right side work bench with a fixed power strip permanently installed above the bench area
- One (1) 240 VAC 30 Amp twist-lock circuit breaker protected Ground Fault Interrupted outlet receptacle installed at the left rear inside the body in a sealed protective weatherproof enclosure properly labeled and easily accessible from the rear of the vehicle.
- Breaker panel to be installed in a readily accessible location with all receptacles and breakers properly labeled.
- All wiring shall be installed in accordance with SAE and NEC requirements and be equipped with grommets when passing through all sharp edges and enclosed in plastic loom.

## 9. Crane

The vehicle shall be equipped with a Liftmore crane installed at the rear right side of the vehicle directly behind the body. The crane shall have a minimum capacity of one thousand (1,000) lbs at eight (8') feet. The crane shall be installed as per manufacturer's recommendation. The crane shall be equipped with all required controls for the operation of the crane. The crane shall have the following minimum requirements:

- Hoist Winch: The hoist winch shall utilize a planetary gear drive for most efficient operation powered by an electric motor and shall be equipped with an integral mechanical.
- Hydraulic System: A 12 Volt electric-hydraulic powered boom for elevation, boom extension and crane rotation. Directional control valves shall be provided to control all functions. The crane shall be equipped with all hydraulic valves,

relief valves, and solenoids to perform all functions. The crane shall be capable of satisfactorily operating at a minimum of ten (10) volts and have manual override capabilities. The crane shall be equipped with a voltage protective circuit that automatically disables the crane operating system when the operating voltage is ten (10) volts or less.

- Rotation: The crane shall have power rotation at its rated capacity without limitation.
- Boom Elevation: The boom shall be capable of moving from a vertical down storage position to seventy-five (75) degrees above the horizontal position. The lift cylinder shall be double acting and equipped with an integral counterbalance valve to hold the cylinder in the event of a hose failure and to control the rate of boom descent. With relief valve the counterbalance valve has two vital purposes. This valve will
- Boom Extension: The boom power shall extend from approximately five and one half (5½') feet to eight and one half (8½') feet. The boom shall also be equipped with a four (4) foot manual extension to allow the crane to have a total reach of eleven and one half (11½') feet
- Load Sensor: The crane shall be equipped with a load limiting sensor installed in the elevation cylinder to prevent the raising and extension operations when an overload is detected. The sensor shall automatically reset when the overload is corrected.
- Crane Control: The crane shall be equipped with an eighteen (18') foot remote control unit. The crane control shall be removable from the crane and each function shall be controlled by a momentary contact switch.
- master cutoff switch to be mounted near the crane.
- Outrigger If Required: Outrigger(s) shall be provided if required for the operation of the crane to operate at its maximum operating capacity.

## **10. Scene Lights**

The vehicle shall be equipped with six (6) LED telescoping scene lights, one (1) installed on each side of the vehicle at each front corner of the service body, one (1) installed on each side of the vehicle at each rear corner of the service body, and one (1) installed on each side at the rear of the service body. The LED telescoping flood lights shall be Fire Research Corp model Evolution FCA100-V15 LED Lamphead and equipped with the proper FRC telescopic pole as recommended by the manufacturer for the installation required on the vehicle for the applicable installation configuration that provides the highest elevation when extended and is below the top of the service body when stowed. Each scene light shall have an integral switch and an LED indicator light on the dash that indicates when a scene light is not in the stowed position. Each scene light indicator may be incorporated as part of the indicator panel for the service body open doors indicator panel specified herein, and it shall be clearly labeled.

Each light shall be installed and positioned so that it is easily operated from the side of the vehicle from the ground position. Each scene light shall have a single master switch on the dash to power all scene light switches. Power to the master switch shall be provided only when the ignition switch is in the “ON” position. Each scene light shall be operated by a switch located near the respective scene light.

**11. Work Lights**

The vehicle shall be equipped with two (2) rear work lights, one installed on each side of the vehicle in the top area of the truck and be adjustable so that it is adjusted to illuminate the rear area of the truck. The work lights shall be Truck-Lite model 81500 LED work lights. The lights shall operate from a Rear Work Light Switch located on the dash. In addition, power to the master switch shall be provided only when the ignition switch is in the “ON” position.

**12. Vehicle Lights**

The vehicle shall be equipped with all lights and conspicuity markings to comply with all Federal FMVSS 108, State of New York, and State of New Jersey requirements. All sets of lights shall be separately fused and controlled by switches. All body lighting installed by the vendor shall be LED lights. The following minimum vehicle lighting shall be supplied unless they are provided and installed directly from the cab-chassis manufacturer:

**A. Cab**

- The cab shall be equipped with all cab-chassis manufacturer’s standard lighting and include headlights, signal lights, marker lights, reflectors, etc. as required to comply with all FMVSS requirements.

**B. On Each Side Of The Vehicle**

- Red and amber, Class A reflectors, as required.

**C. On The Rear Of The Vehicle**

- Two (2) assemblies of red stop, tail, backup, and turn lights with side marker lights, one (1) on each side of the vehicle. Each assembly shall be installed so that it does not extend beyond the rear of the bumper.
- One (1) 3<sup>rd</sup> stop red brake light installed at the top rear center of the service body.
- One (1) white license plate lamp and bracket, installed in a visible location.

**D. Other**

- Backup Alarm in compliance with OSHA and SAE J994 requirements.

Notwithstanding any other requirements of these specifications, ensure that the lights and reflectors are located on the vehicle so that they clearly mark its dimensional extremities from all directions.

### **13. Electrical System Installation Requirements**

#### **A. Electrical Standards**

All vendor installed accessory equipment lighting and electrical components shall conform to:

- SAE Standards J1292, “Automobile, Truck, Truck-Tractor, Trailer, And Motor Coach Wiring”
- SAE Standards J1127, “Battery Cable”
- SAE Standards J1128, “Low Tension Primary Cable”
- All terminal connections shall conform to SAE Standard J163, “Low Tension Wiring And Cable, And Splice Clips”
- All lamp circuits shall meet SAE Standard J575, “Test Methods And Equipment For Lighting Devices”
- All fused circuits shall conform to SAE Standard J156, “Fusible Links”
- All circuits shall conform to SAE Standard J541, “Voltage Drops For Starting Motors”
- All lighting controls, switches and indicator lamps shall be mounted and properly labeled on a single control panel in the cab.

Placement of all work lights, body lights, indicator lamps, controls, and panels shall be approved by the engineer prior to installation.

Work lights, body lights, indicator lamps, storage compartment lights and switches shall be of the shock and vibration resistant design.

The vendor shall provide a full schematic of the body electrical system for all body lighting, indicator lamps, auxiliary equipment, accessory lighting and control circuits (including automatic reset circuit breaker size, wire size with color code, switch, and indicator lamp make, model and part numbers). This diagram and schematic shall be in addition to the chassis manufacturer’s furnished electrical manual.

All vehicle body lighting, reflective devices and conspicuity systems shall conform to FMVSS 108 requirements. All body lighting and wiring shall be Truck-Lite “LED sealed lighting system.” All work lights, body lights, indicator lamps, lights and switches shall be shock and vibration resistant design.

The electrical system shall be designed utilizing the following electrical components as needed for the design of the circuits, and any other specific functional electrical components as recommended by the vendor, to provide an easily maintainable electrical system:

- All electrical relays, fuses, circuit breakers, and electrical service components shall be centrally located and installed on an electrical panel or enclosure
- All circuits shall have adequately sized copper stranded wire for the current and voltage drop requirements in accordance with the applicable SAE and NEC requirements to continuously operate each component or electrical system for the required application
- Circuits that exceed twenty (20) Amps and are operated by a switch shall operate through a waterproof continuous duty Tyco Bosch Hi-Amp Power Relays with screw terminals with parallel and series diodes, unless the component is equipped with a manufacturer's integral operating system
- Dash mounted switches shall first utilized the cab-chassis manufacturer's upfitter switches and if additional switches are needed the switches shall be Waytek, Inc. model 44237 Amber LED Fat Bat round rocker switches, and, when several area required, the switches shall be centrally located on the dash or installed onto a panel secured to the dash
- Electrical system shall utilize a OptiFuse Part Number BLR-I-310 fuse block with LED indicators, 10 position fuse block utilizing APR type fuses, rated at 30A per circuit and 100A input, a fuse block cover, and each circuit properly labeled
- Cooper Bussmann Transportation Products Series 18X Hi-Amp Circuit Breakers waterproof circuit breakers, manual reset switchable waterproof surface mount circuit breakers
- All high amperage power supply cables for the inverter, power tailgate, winches, or other equipment where power is provided directly from the battery shall be of flexible stranded copper welding cable and be covered with high temperature wire loom with a minimum rating of -40°F to 300°F
- All fuses, circuit breakers, relays, and connectors shall be sealed waterproof type
- All connectors shall be covered with a protective shield, equipped with rubber boots, and battery positive terminal shall have a rubber protective cover guard
- Whenever possible, if the OEM manufacturer offers optional switch panels for the installation of equipment, the vehicle shall be equipped with the OEM optional panel, and the OEM optional switch panel shall be used for controlling the equipment
- All cables and wiring installed by the vendor shall be of a type, size and color or otherwise approved identification code in accordance with appropriate SAE and/or NEC standards and codes.

- Wires shall be enclosed in protective high temperature wire loom of appropriate size and protected from chaffing or cutting by grommets or other bulkhead connections, and clamped or fixed for protection from vibration and movement wherever appropriate.
- All equipment installed on the interior of the cab shall not interfere with the vehicle's air bag deployment zones.

All switches shall be "ON" in the up position (if the switch is a toggle switch) and shall have an indicator lamp per switch and be accessible from the driver's position. Each switch shall be properly labeled with an engraved plastic label or other permanent durable label approved by the Engineer.

Selection, location and placement of all auxiliary equipment and lighting, i.e. Work lights, body lights, indicator lamps, switches, controls, relays and panels shall be approved by the engineer prior to installation.

#### **14. Emergency Warning Lights**

The vehicle shall be equipped with all lights to comply with all Federal, State and FMVSS 108 requirements. All sets of lights shall be separately fused and controlled by switches as warranted. The warning lights shall have a flashing pattern that best identifies a stopped vehicle.

The Light Bar and all Warning Lights shall be activated through a Warning Lights Control switch located on the dash that shall also be wired so that it is off when the ignition switch is in the "Off" position. The Light Bar shall be wired through an individual relay and all Warning Lights circuits shall be wired per the manufacturer recommended requirements and all electrical requirements as specified herein.

The following minimum vehicle emergency warning lighting shall be supplied:

##### **A. Cab Roof**

- Federal Signal model VSLR46S-PANYNJ1PA LED 7 Pod Amber Light Bar. The light bar shall be installed on the cab roof at the front of the vehicle with operated by a Emergency Warning Light Control Switch and also wired with all other warning lights. The light bar shall be installed as a permanent installation and wired through a properly sized weather proof circuit breaker and constant duty relay, and also wired so that it is off when the ignition switch is in the "Off" position.

##### **B. Service Body Roof**

- Two (2) amber Whelen Micro Edge 400 Series Linear Super LED Modules with one (1) amber Vertex Super LED Light head installed at the top center of the Micro Edge Module. One (1) Micro Edge light shall be installed on each side top rear corner of the vehicle. The lights shall be installed with adequate brackets so that the top is horizontal and the light is oriented so that the respective side of the light projects lighting to the rear and the side of the vehicle. The warning lights shall have a flashing pattern that best identifies a stopped vehicle. The lights shall be activated through the Light Bar Control.

**C. Rear Of The Vehicle**

- Two (2) Amber Federal Signal MicroPulse LED flashing warning lights with clear lens, built-in flasher, and black bezel, one (1) installed on each side at the center height at the rear of the service body facing the rear of the vehicle. The warning lights shall have a flashing pattern that best provides identification of the stopped vehicle. The lights shall be activated through the Light Bar Control switch.
- Two (2) Amber Federal Signal model MicroPulse amber LED flashing warning lights with clear lens, built-in flasher, and black bezel, one (1) installed on each side of the vehicle, flush mounted in the rear bumper. The warning lights shall have a flashing pattern that best identifies a stopped vehicle. The lights shall be activated through the Light Bar Control switch.

**D. Each Side Of The Vehicle**

- Two (2) Amber Federal Signal model MicroPulse amber LED flashing warning lights with clear lens, built-in flasher, and black bezel, one (1) installed on each side of the vehicle, approximately at the center height or lower area at the rear of the service body facing the side of the vehicle that best provides identification of the stopped vehicle. The warning lights shall have a flashing pattern that best identifies a stopped vehicle. The lights shall be activated through the Light Bar Control switch.
- Two (2) Amber Federal Signal model MicroPulse amber LED flashing warning lights with clear lens, built-in flasher, and black bezel, one (1) on each side of the vehicle, approximately at the center height or lower area at the front of the service body facing the side of the vehicle that best provides identification of the stopped vehicle. The warning lights shall have a flashing pattern that best identifies a stopped vehicle. The lights shall be activated through the Light Bar Control switch.

Notwithstanding any other requirements of these specifications, ensure that the lights and reflectors are located on the vehicle so that they clearly mark its dimensional extremities from all directions.

**15. Finishing & Painting**

The unit shall be furnished with a quality commercial grade finish. All surfaces shall be free of dents, gouges, buckles, surface scaling, rust corrosion, or other surface irregularities. Materials shall be cleaned and conditioned in accordance with the paint manufacturer's recommendations for the base material and final coating.

The unit and all components shall be painted the finish color(s) including chassis rails, wheels, hubs, compartment interiors, ancillary equipment, etc. The only exceptions shall be chassis cab (if painted a matching white at the factory), britework (chrome plated parts or other parts), black or gray painted bumpers, aluminum components, rub rails, or those parts specifically designated herein or by the Engineer.

As soon as practical after preparation, the unit and all components shall be primed with two (2) coats of the primer specified below. Parts, which mate or join and are inaccessible after assembly shall receive an additional coat of primer before assembly.

**Specified primer(s):** Gray primer approved by finish paint manufacturer

**Color Of Body & Components That Require Painting:** Bright White (to match the cab)

The body color shall be white, Dupont Imron No. 7372U or Ditzler Polyurethane No. DU8631. At either the vendor's or the Engineer's request, a color chip shall be provided to the Engineer prior to painting to confirm the color. However, when components designated herein or when components are stainless steel, aluminum, RFP or other materials that are not normally painted, with the approval of the Engineer they shall be left in their natural state. In addition, when requested, any areas that result in reflections in the driver's field of view are to be painted flat black, or other flat color approved by the Engineer.

The finish shall be of high gloss and uniform color with full coverage and shall be free from sags, runs, orange peel, crazing, pitting or other paint defects.

Any inquiries regarding paint shall be addressed to the Engineer.

The vendor shall notify the engineer prior to painting and the Engineer may elect to inspect any of the vehicle(s).

**16. Port Authority Vehicle Markings: Airport AOA Vehicle**

The vehicle shall be provided with the Port Authority of NY & NJ Vehicle Markings for an Airport AOA Vehicle that includes the installation of all vehicle numbers, decals, logos, placards, labels, and markings listed below.

**A. Airport AOA Vehicle Numbers, Decals, and Logos**

The vendor shall install the following Port Authority furnished vehicle fleet numbers, logos and striping for each vehicle:

- Five and Three Quarter inch (5¾") overall stripe (Five inch Yellow with 5/16 inch upper and lower blue border) reflective tape stripe on each side of the vehicle along the belt line or an appropriate location near the vertical centerline of the vehicle from front bumper to rear bumper.
- Two (2) sets of the three and one half (3½") inch high five (5) digit Blue Port Authority fleet numbers. One set located at the rear on each side of the vehicle on the stripe as close to the rear as practical.
- Three (3) sets of the one and one half (1½") inch high five (5) digit Blue Port Authority fleet numbers. Located at the front right side and rear left side of the vehicle, and one located on the dashboard so the operator can see the vehicle number.
- Port Authority logo centered on the lower edge of the blue border stripe on each door
- Facility designation on lower front edge of each front door.
- Red/Silver Barricade Striping material to cover the rear sides of the service body as designated by the Engineer.
- Port Authority decal and No smoking sign installed on dashboard.

**B. Vehicle Placards, Labels, and Markings**

The vendor shall furnish and install the following minimum placards, labels, and markings on each vehicle:

- A label near the fuel filler point(s) and all other fluid service points of all installed equipment indicating type of fuel or service fluid appropriate for that filling location.
- Conspicuity material treatment (red, white, or silver tape) as required by FMVSS 108, or, as would be required to meet FMVSS-108 standards for on-highway vehicles, and to adequately outline the vehicle.
- Additional conspicuity material treatment (red, white, or silver tape) as required by the Engineer to assist in recognizing the size or shape of the vehicle.
- Red Plastic engraved placard with three quarter (¾") inch high lettering stating vehicles overall height located on the dash.
- All vehicles equipped for towing a trailer (tow receiver, ball or pintle hook or other towing connection point installed on the unit), shall have a permanent weatherproof engraved placard located as near as practical to the towing connection point stating the maximum towing capacity.

The vendor shall supply and install any other vehicle striping, markings, and labels required to comply with all applicable Federal, State, and Local standards, including latest FAA Advisory Circular requirements or recommended practices, and regulations, or other necessary markings as requested by the engineer.

If requested, the vendor shall supply a line drawing(s) with front, rear, left and right sides and top views for the Engineer to indicate the location of the vehicle number, decals, logos and striping material for approval by the Engineer. Questions regarding exact placement of decals and striping should be directed to the Engineer for approval prior to installation.

**17. RIGHT TO PURCHASE ADDITIONAL UNIT(S)**

As used in this clause:

“Model Year” shall mean the vehicle model year of the manufacturer of the vehicles ending on the production cut-off date for the vehicles. In the event there is no defined model year or production cut-off date for the vehicles, then for purposes of this numbered clause “model year” shall mean the period commencing on the date of the Port Authority’s acceptance of the vendor’s bid and ending on the three hundred sixty-fifth (365<sup>th</sup>) day thereafter.

“Initial Model Year” shall mean the model year applicable on the Port Authority’s date of acceptance of the vendor’s bid.

“Subsequent Model Years” shall mean the three (3) consecutive annual periods immediately following the initial model year.

Initial model year: by written notice from the director or a duly authorized representative to the vendor given at any time during the initial model year, the Port Authority shall have the right, but not the obligation, to purchase from the vendor additional unit(s) of initial model year vehicles originally purchased hereunder at the same unit prices, conforming to the same specifications, and upon the same terms and conditions as contained herein with respect to such vehicles.

Subsequent model years: for up to three (3) subsequent model years, by written notice from the director or a duly authorized representative to the vendor, the Port Authority shall have the further right, but not the obligation, to purchase from the vendor additional unit(s) of vehicle(s) originally purchased hereunder but of subsequent model years at the same unit prices but as adjusted as set forth below, conforming to the same specifications, and upon the same terms and conditions as amended by the following:

- A.** If price changes are in effect for such vehicles during the subsequent model years, the vendor may, within ten (10) days following the receipt of the Port Authority’s notice of exercise of this option, submit a request to the Port Authority for the application of price changes to the additional unit(s) proposed to be purchased.
- B.** All such requests must include an appropriate explanation and justification for such price changes, including the published price lists for the vehicles and their

components in effect at the time of the vendors original bid hereunder, the equivalent published price lists for the vehicles and their components in effect at the time of the Port Authority's notice, and any additional evidence which the Port Authority deems necessary for its evaluation of the vendor's request for the price changes.

- C.** No price changes shall exceed the change in the price calculated using the consumer price index for urban customers (cpi-u); selected areas, all items index, New York, New Jersey, Connecticut, (NY-NJ-CT) 1982-1984 = 100, herein called the "price index".
- D.** The vendor shall include all backup materials and calculations with the request for increased pricing.
- E.** Specifically, the requested price adjustment may not exceed the percentage change in the consumer price index by using as the numerator the index three months prior to the most recent anniversary of the contract, and as the denominator the said index three months prior to the commencement of the contract. This adjustment limitation shall apply for each subsequent model year. The new prices shall remain constant for all subsequent purchases made in the same model year. In the event the said index is no longer published or its basis is changed, the parties shall in good faith choose a substitute index of agree on another basis for escalation.

Notwithstanding the above terms and conditions, within sixty (60) days following its receipt of the foregoing submission of the price adjustment request, the Port Authority shall have the right, in its sole discretion, to reject the price changes and withdraw its offer to purchase the additional unit(s). The rejection of the vendor's request for price changes shall be in writing.

Nothing in this numbered clause shall be construed to obligate the Port Authority to purchase any additional unit(s) of vehicle(s), or any minimum number of additional unit(s) of vehicle(s), from the vendor, or to preclude the Port Authority from purchasing any additional vehicles from any other source whatsoever using such procurement methods as it may in its sole discretion deem appropriate to best serve the public interest.

The vendor represents that the last day on which orders may be placed for the model year currently in effect is:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Date to be inserted by vendor)

Acknowledged for vendor:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A  
AUTOMOTIVE PROCUREMENT  
CONTRACT TERMS AND CONDITIONS**

**PART I- GENERAL PROVISIONS**

**1. Intent**

These specifications cover the furnishing of the latest production model airport runway electrical maintenance enclosed box truck that includes all manufacturer standard equipment, and all other equipment, parts or components necessary and/or appropriate for the operational intent of vehicle, and all equipment and components as described in these specifications.

**2. Definitions**

**Authority or Port Authority:**

For the purposes of this agreement, the terms “Authority” or “Port Authority” mean The Port Authority of New York and New Jersey and/or the Port Authority Trans-Hudson Corporation (PATH), as applicable.

**Agreement/Contract:**

For the purposes of this agreement, the terms “Agreement” and “Contract” can be used interchangeably to mean the agreement entered into by the signatories of this document, and shall consist of the Specifications, this Appendix A, and any other appendices, attachments, exhibits or addenda, as outlined in the section entitled “Entire Agreement”.

**Contractor/Vendor:**

For the purposes of this agreement, the terms “Contractor” and “Vendor” can be used interchangeably to mean the entity entering into this Contract with the Port Authority of New York and New Jersey.

**Chief Procurement Officer:**

For the purposes of this agreement, Chief Procurement Officer means the Chief Procurement Officer of the Port Authority, or successor in duties, or her authorized representative.

**Engineer:**

As used in this agreement, the term "Engineer" means the Manager of the Central Automotive Division of the Port Authority, or his duly authorized representatives acting within the scope of the particular authority vested in them.

**3. Tax Exemptions And Indemnity - Customs Duties**

Sales to the Port Authority, as the governmental instrumentality of the states of New York and New Jersey, are exempt from taxation, either state or municipal, in those two states, and also from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code is No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices quoted herein. The vendor should retain a copy of this agreement to substantiate the exempt sale. If, however, any sales tax, use tax, or excise tax is imposed by congress, by a state or any political sub-division thereof is now or hereafter applicable to the sale of the units to the Port Authority, such taxes will be reimbursed by the Port Authority, subject to the provisions of the tax indemnity below. In addition, the vendor shall bear all customs duties or imposts and all export duties or imposts, if any, resulting from or in connection with the performance of this agreement.

**4. Tax Indemnity**

If any claim is made against the vendor by a governmental Authority for the taxes as stated above, then the Port Authority will reimburse the vendor in an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that:

The vendor has complied with such rules and regulations as may have been promulgated relative to the claiming of any exemption from such taxes and has filed all the forms and certificates required by the applicable laws, rules, and regulations in connection therewith; and

The Port Authority is afforded the opportunity, before any payment of tax is made, to contest said claim in the manner and to the extent that the Port Authority may choose and to settle or satisfy said claim, and such attorney as the Port Authority may designate is authorized to act for the purpose of contesting, settling, and satisfying said claim; and

The vendor gives immediate notice to the Port Authority of any such claim, cooperates with the Port Authority and its designated attorney in contesting said claim and furnishes promptly to the Port Authority and said attorney all information and documents necessary or convenient for contesting said claim.

If the Port Authority elects to contest any such claim, it will bear the expense of such contest.

**5. Applicable Law**

This agreement shall be construed in accordance with the law of the state of New York. The vendor hereby consents to the exercise by the courts of the states of New York and New Jersey of jurisdiction in personam over it with respect to any matter arising out of or in connection with this agreement and waives any objection to such jurisdiction which it

might otherwise have; and the vendor agrees that mailing of process addressed to it, at the address of the vendor indicated herein by certified mail, shall have the same effect as personal service within the state of New York upon a domestic corporation of the state of New York.

## **6. Compliance With Rules And Regulations**

The units shall comply with all the latest regulations and provisions of federal, State of New York, and State of New Jersey, ordinances, codes, rules, regulations, orders, permits, and licenses and with fire underwriter's requirements, which would be applicable if the Port Authority were a private corporation and as if these units were for over-the-road use, except that, where the requirements set forth in the specifications are more stringent, those specifications shall control.

In addition, the completed units shall comply with the latest published codes and regulations of the following:

- All applicable requirements set forth in 49CFR
- DOT (Department of Transportation), requirements
- FMVSS (Federal Motor Vehicle Safety Standards)
- ASME (American Society of Mechanical Engineers)
- ASTM (American Society of Testing Materials)
- AWS (American Welding Society)
- CMAA (Crane Manufacturers Association of America)
- NEMA (National Electrical Manufacturers Association)
- SAE (Society of Automotive Engineers)
- NEC (National Electrical Code)
- NFPA (National Fire Protection Association)
- NFPA (National Fluid Power Association)
- OSHA (Occupational Safety and Health Act)
- Port Authority regulations entitled: "The Port Authority Airport Rules And Regulations." A copy of "The Port Authority Airport Rules And Regulations" may be obtained by calling Aviation Technical Services at (212) 435-3696 or a copy may be obtained from the websites:  
[www.panynj.gov/airports/pdf/Rules\\_Regs\\_Revision\\_8\\_04\\_09.pdf](http://www.panynj.gov/airports/pdf/Rules_Regs_Revision_8_04_09.pdf)  
[www.panynj.gov/airports/pdf/rr-appendix-b.pdf](http://www.panynj.gov/airports/pdf/rr-appendix-b.pdf)
- All other rules and regulations as required or used in standard industry practices that govern the design for the efficient and proper function of the vehicles

The completed vehicle including all equipment and components, including their installation, shall be in compliance with all regulatory standards and recommended practices as required by, but not limited to, the following: If a discrepancy or conflict is found between these specifications and any of the codes or standards, the discrepancy or conflict shall be brought to the engineer's attention.

**7. Vendor Requirements**

The vendor must have or be closely associated with an adequate, as determined by the Engineer, service facility staffed by trained and experienced service personnel and a stock of repair parts suitable for a timely response to the Authority's vehicle service requirements. All warranty work that requires more than one half a day (4 hours) must be performed at the vendor's designated repair site. All costs of moving the vehicle to and from this repair site are to be at the vendor's expense, and included in the warranty. Warranty work that requires less than one half day's work may be performed at the local automotive shop with permission from the shop supervisor, and prior notification and mutually agreeable scheduling. In such instances, vendor staff must work cooperatively with Port Authority shop personnel in accordance with agency labor agreements.

**8. Engineer's Authority**

In the performance of the Work hereunder, the Vendor shall conform to all orders, directions and requirements of the Engineer and shall perform the Work hereunder to the satisfaction of the Engineer at such times and places, by such methods and in such manner and sequence as he/she may require, and the Contract shall at all stages be subject to his/her inspection. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Vendor shall employ no equipment, materials, methods or staff or personnel to which the Manager objects. Upon request, the Engineer shall confirm in writing any oral order, direction, requirement or determination.

The Engineer shall have the authority to decide all questions in connection with the Services to be performed hereunder. The exercise by the Engineer of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Vendor.

**9. General Requirements**

The unit and associated equipment shall be furnished complete and ready for use, all as more fully required by the terms of these specifications and in strict accordance therewith.

The unit and all equipment shall be the manufacturer's latest current published stock model(s) which meet the requirements of these specifications. The vendor shall submit with its bid all the brochures, drawings, and technical information necessary for a complete product evaluation.

**10. Risks Assumed By The Vendor**

The vendor assumes the following distinct and several risks, whether they arise from acts or omissions (whether negligent or not) of the vendor, of the Authority, or of third persons, or from any other cause, and whether such risks are within or beyond the control

of the vendor, excepting only risks which arise solely from affirmative acts done by the Authority subsequent to the opening of proposals on this contract with actual and willful intent to cause the loss, damage and injuries described below:

- A.** The risk of loss or damage to each unit and all its component parts (including parts furnished by the Authority, from the time the vendor takes possession of such parts), occurring prior to the time the Authority takes title to such unit or occurring subsequent to the transfer of title if such unit is in the possession of the vendor for the performance of services required hereunder.
- B.** The risk of claims, fines or penalties, just or unjust, made by third persons or assessed by courts or governmental agencies or entities against the vendor or the Authority on account of injuries (including wrongful death), loss, damage or liability of any kind whatsoever arising or alleged to arise out of or in connection with the performance of this contract (whether or not actually caused by or resulting from the performance of this contract) or out of or in connection with the vendor operations or presence at or in the vicinity of any Authority premises, including claims against the vendor or the Authority for the payment of workers' compensation, whether such claims, fines or penalties are made or assessed and whether such injuries, damage, loss or liability are sustained at any time both before and after final payment.

The vendor shall indemnify the Authority against all claims described in subparagraphs (A) and (B) above and for all expenses incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys, except where indemnity would be precluded by applicable law. If so directed, the vendor shall defend against any claim described in subparagraphs (A) and (B) above, in which event he shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority, such defense shall be at the vendor's cost.

The provisions of this numbered clause shall also be for the benefit of the commissioners, officers, agents and employees of the Authority, so that they shall have all the rights which they would have under this numbered clause if they were named at each place above at which the Authority is named, including a direct right of action against the vendor to enforce the foregoing indemnity, except, however, that the Authority by action of its board of commissioners may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this numbered clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

The making of final payment shall not release the vendor from his obligations under this numbered clause. Moreover, neither the enumeration in this numbered clause nor the enumeration elsewhere in this contract of particular risks assumed by the vendor or of particular claims for which he is responsible shall be deemed (1) to limit the effect of the provisions of this numbered clause or of any other clause of this contract relating to such risks or claims, (2) to imply that he assumes or is responsible for risks or claims only of

the type enumerated in this numbered clause or in any other clause of this contract, or (3) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

**11. High Security Areas**

Services under the Contract may be required in high security areas, as the same may be designated by the Engineer from time to time. The Port Authority shall require the observance of certain security procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Engineer. The Contractor shall conform to the procedures as may be established by the Engineer from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Engineer of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Engineer during the term of the Contract.

**12. Notification Of Security Requirements**

The Authority has the responsibility of ensuring safe, reliable and secure transportation facilities, systems, and projects to maintain the well-being and economic competitiveness of the region. Therefore, the Authority reserves the right to deny access to certain documents, sensitive security construction sites and facilities (including rental spaces) to any person that declines to abide by Port Authority security procedures and protocols, any person with a criminal record with respect to certain crimes or who may otherwise poses a threat to the construction site or facility security. The Authority reserves the right to impose multiple layers of security requirements on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, or may make any amendments with respect to such requirements as determined by the Authority.

These security requirements may include but are not limited to the following:

- **Contractor/ Subcontractor identity checks and background screening**

The Port Authority's designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like.

The Contractor may be required to have its staff, and any subcontractor's staff, material-men, visitors or others over whom the Contractor/subcontractor has control, authorize the Authority or its designee to perform background checks,

and a personal identity verification check. Such authorization shall be in a form acceptable to the Authority. The Contractor and subcontractors may also be required to use an organization designated by the Authority to perform the background checks.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

No person will be permitted on or about the Authority construction site or facility (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the authority requires facility-specific identification credential for the Contractor's and the subcontractor's staff, the Authority will supply such identification at no cost to the Contractor or its subcontractors. Such facility-specific identification credential shall remain the property of the Authority and shall be returned to the Authority at the completion or upon request prior to completion of the individual's assignment at the specific facility. It is the responsibility of the appropriate Contractor or subcontractor to immediately report to the Authority the loss of any staff member's individual facility-specific identification credential. The Contractor or subcontractor shall be billed for the cost of the replacement identification credential. Contractor's and subcontractor's staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working or leaving an Authority construction site or facility.

Employees may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, un laminated social security card for identify and SSN verification. Where applicable, for sensitive security construction sites or facilities, successful completion of the application, screening and identify verification for all employees of the Contractor and subcontractors shall be completed prior to being provided a S.W.A.C. ID Photo Identification credential.

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority construction site or facility (including rental spaces) access control, inspection and monitoring by Port Authority Police or Authority retained contractor security guards. However, this provision shall

not relieve the Contractor of its responsibility to secure its equipment and work and that of its subconsultant/subcontractor's and service suppliers at the Authority construction site or facility (including rental spaces). In addition, the Contractor, subcontractor or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or make sketches on any other medium at the Authority construction sites or facilities (including rental spaces), except when necessary to perform the Work under this Contract, without prior written permission from the Authority. Upon request, any photograph, digital images, video recording or sketches made of the Authority construction site or facility shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority information considered Protected Information ("PI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of November 14, 2013, and as may be further amended. The Handbook and its requirements are hereby incorporated into this agreement and will govern the possession, distribution and use of PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to PI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The following is an outline of some of the procedures, obligations and directives contained in the Handbook:

- (1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Protected Information categorized and protected as per the Handbook;
- (2) require that individuals needing access to PI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.
- (3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;
- (4) specific guidelines and requirements for the handling of PI to ensure that the storage and protection of PI;
- (5) restrictions on the transfer, shipping, and mailing of PI;
- (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing PI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to PI, from viewing such information;
- (7) require that PI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;

- (8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority awarded contract.
- (9) prohibit the publication, exchange or dissemination of PI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
- (10) require that PI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

- **Audits for Compliance with Security Requirements**

The Port Authority may conduct random or scheduled examinations of business practices under this section entitled “NOTIFICATION OF SECURITY REQUIREMENTS” and the Handbook in order to assess the extent of compliance with security requirements, Confidential Information procedures, protocols and practices, which may include, but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

**13. Non-Discrimination Requirements**

The Vendor shall take all necessary and reasonable steps to ensure non-discrimination in the performance and administration of all aspects of this Contract.

- A. Vendor hereby agrees that no person on the ground of race, color, national origin, creed/religion, sex, age or handicap/disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the furnishing of goods or services or in the selection and retention of subcontractors and/or vendors under this Contract. Vendor shall also ascertain and comply with all applicable federal, state and local laws, ordinances, rules, regulations, and orders that pertain to equal employment opportunity, affirmative action, and non-discrimination in employment.
- B. Vendor agrees that these “Non-Discrimination Requirements” are a binding part of this Contract. Without limiting the generality of any other term or provision of this Contract, in the event the Authority, or a state or federal agency finds that the Contractor or any of its subcontractors or vendors has not complied with these “Non-Discrimination Requirements”, the Authority may cancel, terminate or suspend this Contract in accordance with Section 18 of these Standard Terms and Conditions entitled “Rights of the Port Authority.”
- C. Vendor agrees to cooperate fully with the Authority’s investigation of allegations of discrimination. Cooperation includes, but is not limited to, allowing the Authority to question employees during the investigation of allegations of discrimination, and complying with directives that the Authority or the State or Federal government deem essential to ensure compliance with these “Non-Discrimination Requirements.”

#### **14. Confidential Information/Non-Publication**

- A.** As used herein, confidential information shall mean all information disclosed to the Contractor or the personnel provided by the Contractor hereunder which relates to the Authority's and/or PATH's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Contractor's Services under this Contract.
- B.** Confidential information shall also mean and include collectively, as per The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of November 14, 2013), Protected Information, Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.
- C.** The Vendor shall hold all such confidential information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Contractor shall promptly and fully inform the Chief Procurement Officer in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract.
- D.** The 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 to the fact that goods have been, are being or will be provided to it and/or that

services have been, are being or will be 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.

**15. Errors And Omissions**

If the vendor discovers any errors or omissions in the specifications, in the drawings or in the work undertaken and executed by him, he shall immediately notify the Engineer and the Engineer shall promptly verify the same. If, with the knowledge of such error or omission and prior to the correction thereof, the vendor proceeds with any work affected thereby, he shall do so at his own risk, and the work so done shall not be considered as work done under and in performance of this agreement unless and until approved and accepted.

**16. Materials And Workmanship**

All equipment furnished and the parts thereof shall be the manufacturer's latest listed and published stock models, except where modification is specifically permitted or required. The equipment and parts shall meet all the applicable requirements of the specifications.

Wherever a particular brand or make or model of material or equipment is shown or specified on the contract drawings or in the specifications (and whether or not the words "or approved equal", "similar", "equal to", or words of similar import are used), (except where specifically stated otherwise) any other brand or make and model may be substituted if, in the sole opinion of the Engineer, the equipment being substituted is equal to that shown or specified. The material or equipment may be substituted only after being submitted in writing to and expressly approved by the Engineer. Notwithstanding such approval, however, the vendor assumes the risk that the substitute brand or make or model is not equal to that shown or specified. If at any time the substitute shall not appear to be so equal, the vendor shall replace the substitute and reimburse the Authority for any loss occurring on account of the substitute failing to be so equal. Any such submission shall not imply or impose on the Engineer any obligation whatsoever to discuss, disclose, or justify the reasons for his opinion, approval, acceptance, or rejection. Furthermore, the acceptance of any other brand or make or model shall not in any way entitle the vendor to additional compensation therefore, but the Authority may make such reduction in the vendor's compensation as may be equitably warranted because of such acceptance in lieu of the standard.

After acceptance of the vendor's proposal, no substitutions will be permitted, except that a substitute brand or make or model named in the specifications may be submitted in writing to the Engineer for his approval.

All materials used shall be new unless otherwise specified. All design, workmanship, and materials shall at all times and places be subject to the inspection of the Engineer.

Should they fail to meet his approval, they shall be forthwith made good, replaced, or corrected (as the case may be) by the vendor at his own expense.

**17. Vehicle Warranties**

The vendor warrants and guarantees each vehicle against any defects in design, workmanship, and materials and against failure to operate satisfactorily for a minimum period of one (1) year from the date on which the vehicle is placed in-service, other than defects or failures shown by the vendor to have arisen solely from accident or abuse occurring after acceptance by the Engineer, and agrees to replace any part or parts, which in the opinion of the Engineer shall fail for the above reasons. In addition, if at any time after the above warranty periods any defects arise or are found in the design of the vehicles, the vendor shall inspect the causes in detail at the Port Authority facility, report his findings to the Engineer, and correct the defects as required and in agreement with the Engineer. All repairs shall be performed within twenty-four (24) hours of reporting a warranty repair item, and if a longer time is needed because of parts, redesign, or testing, additional time may be granted if the vendor demonstrates that it is taking every possible step to resolve all issues and submits a letter indicating an estimated completion date. The vendor shall be responsible for all costs (including parts, labor, vehicle transportation charges, etc.) Required to perform any warranty work or to correct any defects. If any warranty work or work required to correct any defects requires transporting the vehicle back to the vendor's plant or to any other shop, the vendor shall be responsible for all costs and making the proper arrangements in a timely manner. In addition, after delivery of each vehicle, if the vehicle is to be transported out of the any Port Authority facility, the vendor shall be fully as responsible for each complete vehicle in his possession as he was prior to its receipt by the Authority and shall provide all vehicle liability insurance as required by the Port Authority, covering the vehicle(s) until re-delivery to and acceptance.

Notwithstanding the specific requirements of this agreement, any inspection or acceptance of the vehicle, the foregoing warranty, or the existence of any patent or trade name, the vendor nevertheless warrants and represents that the vehicle shall be of the best quality and shall be fully fit for the purposes for which it is to be used. The foregoing warranty shall not, however, be a limitation on any rights which the Port Authority would have, either expressed or implied, in connection with this agreement in the absence of such guaranty, the said guaranty being given only for the greater assurance of the Port Authority.

In the event of a failure which places the vehicle in an "out of service" status, as determined by the Engineer, the vendor agrees to perform an inspection within twenty-four (24) hours after the Engineer notifies the vendor of such failure. Upon determination by the Engineer that the failure is to be repaired by the vendor under this warranty, the vendor agrees to either replace the failed component or repair it, the repair of same to commence within twenty-four (24) hours after the determination of the Engineer. In the event that the component is to be replaced, the vendor agrees to have the

replacement item shipped within twenty-four (24) hours after the Engineer's determination.

**18. Deviations**

Minor deviations from the provisions of these specifications will be considered, to permit manufacturers to follow their standard manufacturing processes.

Such deviations will be approved, however, only in the sole discretion of the Engineer and only if in his opinion they do not adversely affect the operation, maintenance, strength, efficiency, effectiveness, or life of the unit or any of its parts. All proposed deviations, with full details, must be listed on the attached vendor's detail sheet which is part of the bid.

There shall be no deviations from the specifications, except those which are listed as deviations and which are expressly approved as part of the Port Authority's acceptance of the agreement. See the clause hereof entitled "Materials and Workmanship."

**19. Production Plan**

After the opening of proposals and within ten working days of receipt of request, the bidder shall submit to the Engineer:

- A. A detailed production plan for the manufacture and completion each vehicle. The plan shall include the delivery of major components to be acquired, production start and completion dates, test completion date, and delivery date for each vehicle, based on an award date of one hundred and twenty (120) days after the date of the opening of the bid. The plan shall include a Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) chart and any other items requested by the Engineer.
- B. A sample drawings and schematics of a manufacturer's production model similar to the vehicle described in the specifications.
- C. A spreadsheet listing vehicle completion, delivery, and in-service schedule, based on paragraph "A" above.

**20. Times For Performance**

The vendor shall complete the performance of the delivery and acceptance of all of the units, as described in the paragraph entitled "Delivery." The vendor's obligation for the performance within the times provided for in this agreement is of the essence of this agreement. The vendor guarantees that he can and will complete such performance within the times hereinbefore stipulated or within the times as extended in accordance with the terms of this agreement. Inasmuch as the damage and loss to the Authority, resulting from delay in completing the vendor's performance within the times herein stipulated, will include items of loss whose amounts will be incapable or very difficult to

accurately estimate, the damages to the Authority for each calendar day, by which the vendor does not complete his performance within the times above stipulated, or within such times as extended in accordance with the terms of this agreement, shall be liquidated in the sum of two hundred fifty dollars (\$250.00) per calendar day per vehicle for each day (including Saturdays, Sundays, and holidays) that the vendor fails to meet the final date established for delivery of such vehicle.

**21. Inspection And Acceptance Testing**

Inspection of workmanship, materials, designs, and performance of the unit may be made at the vendor's factory at the sole discretion of the Engineer. The Port Authority will pay all expenses of its inspectors. The Engineer will inspect each unit delivered to insure that the unit meets all requirements of the specifications. The Engineer will also conduct acceptance testing utilizing the tests set forth in the specifications and as required to check the operation of the unit and any of its systems in the most critical operating conditions. Upon satisfactory completion of the inspection and the acceptance testing, the Engineer will advise the vendor, in writing, of vehicle acceptance. Any defect or failure to comply with any requirements of these specifications shall be immediately remedied by the vendor at his own expense prior to retesting of the unit.

**22. Pre-Production Meeting**

At the Engineer's request, there will be a pre-production meeting prior to ordering/building the vehicles. It will take place at a Port Authority location and will involve Vendor personnel that are directly involved with vehicle ordering/manufacturing. At this time, the Vendor shall give the Port Authority the appropriate phone numbers, email and contact person(s) at to enhance the communication during the construction process. At the meeting they will discuss the placement of decals, radios, lights and various other systems that will be installed by the vehicle manufacturer and/or the Port Authority.

**23. Preventive Maintenance Instructions**

In addition to the manuals specified above, the vendor shall furnish an equal number of condensed preventive maintenance frequency and instructions for each preventative maintenance routine required for the unit. These frequencies and instructions shall consist of manufacturer's recommendations for periodic lubrication, cleaning, and other preventive maintenance, and shall be made up in a compact form to cover the particular unit delivered. The Preventative Maintenance Instructions must include a listing of all part numbers and part descriptions necessary to perform the specific preventative maintenance task such as filter descriptions and part numbers, special tools needed to perform the task, and replacement fluid specifications and quantities.

**24. Availability Of Spare Parts**

The vendor warrants that it shall maintain, or have maintained, a stock of spare parts at inventory levels for the period described in the immediately following paragraph.

The vendor shall itself, or through a dealer, supply at prices not in excess of those charged any other owners of vehicles, spare parts required to support the units to be supplied hereunder for ten (10) years from the date of delivery of the last vehicle. These parts shall be available within seventy-two (72) hours of placement of an order. In order to meet this requirement, the vendor may maintain a spare parts outlet or contract with a customs broker to expedite the customs clearance of foreign parts. It shall, however, remain the responsibility of the vendor to meet the seventy-two (72) hour delivery requirement.

**25. Parts Interchangeability**

All components of each unit in this order shall be identical; i.e., alternators, filters, distributors, hydraulic pumps, hydraulic valves, all identified components, etc.

**26. Certificate Of Origin / Certificate Of Ownership**

The vendor shall submit to the Engineer seven (7) days before delivery of each unit, the certificate of origin for a vehicle. This certificate shall be fully completed so as to enable the transfer of ownership to the Port Authority of NY & NJ.

If the vendor or the truck dealer is based in the state of New York, the vendor shall also submit with the above certificate of origin, the New York State Certificate Of Sale, form MV-50, fully completed, or if in New Jersey must conform to New Jersey State motor vehicle requirements.

For each unit (non-vehicle) where a certificate of origin is not available, the vendor shall submit a certificate of ownership for the unit. The certificate of ownership shall be an official letter from the vendor on its letterhead stating the year, make, model, and description of the unit, and serial number, and stating that the Port Authority is the owner of the unit and referencing the Port Authority purchase order number.

The above document(s) shall be sent to:

The Port Authority of NY & NJ  
Port Authority Technical Center  
Central Automotive Division  
241 Erie Street, Room 301  
Jersey City, New Jersey 07310-1397  
Attn: Aldo Nuzzolese, Engineer

All licensing statements shall be sent to the above address but shall show the legal address as follows:

Port Authority of New York & New Jersey  
4 World Trade Center  
150 Greenwich Street  
New York, NY 10006

**27. Vehicle Registration, Inspection, And License Plates**

The vendor shall be responsible for the vehicle to comply with laws, regulations, etc. associated with registering and plating and for conducting the required safety inspection of the vehicles, in accordance with the requirements of either the State of New York and the State of New Jersey. The registration and license plates for the vehicle will be obtained by Port Authority personnel. However, the vendor shall provide with the bid, a price to provide each vehicle with the vehicle registration and license plates, inserted in the Bidder's Additional Pricing Sheet, Itemized Pricing For Informational Purposes Only, located in Appendix D at the end of these specifications. At the request of the Engineer, the vendor shall provide any of the vehicles as designated by the Engineer with a vehicle registration, inspection, and license plates in either the State of NY or the State of NJ at the listed unit price.

**28. Identification Cards**

Each delivered vehicle shall have a 5" x 9" index card affixed to the inside of the windshield. This card shall contain the following information and shall be visible from the outside of the vehicle:

- Vendor's Name
- Purchase Order Number
- Make & Model
- Port Authority Engineer's Name (listed on purchase order)
- Vehicle Identification Number (VIN)

**29. Servicing Before Delivery (Make-Ready)**

Prior to delivery, each vehicle shall be completely serviced by the vendor in his shop, including engine tune-ups, lubrication, and wheel alignment. Equipment with water-cooled engines being delivered shall be protected with permanent anti-freeze to a minimum of -40°F. The anti-freeze shall contain corrosion inhibitors. All systems on the unit shall be fully serviced and filled with all required fluids, and be ready for the full in-service operation. A copy of the vendor final inspection form shall be forwarded to the engineer with the invoice.

**30. Shipment**

The vendor shall ship the units under bills of lading designating the consignee as the Port Authority of New York and New Jersey, c/o vendor, said bills of lading to provide that the vendor will pay the insurance and freight charges, and the Port Authority will be the named insured on said insurance but risk of loss or damage until delivery shall be the vendor's. In such case, the vendor's obligations under the clause entitled "risks assumed by the vendor" shall not be impaired.

If the vendor's plant is located more than four hundred (400) miles from the designated delivery point, the vendor shall ship the unit(s) by railroad or flatbed truck and the vendor's obligations under the clauses entitled, "Delivery" and "Risks Assumed By The Vendor" shall not be impaired.

**31. Delivery**

The vendor shall deliver each vehicle to the delivery location as indicated in the Bidder's Pricing Sheet – Part 1 in Appendix C, at the addresses indicated for each facility location as listed in the list of Delivery Locations For Vehicles, Manuals, & Training in Appendix E, located at the end of these specifications. If the Engineer requests for the vendor to drop-ship the cab-chassis' or vehicle(s) to an alternate delivery location(s), the vendor shall be responsible to make all necessary arrangements for the delivery(ies), and the vendor and the Engineer shall mutually agree on any cost adjustments for delivery to the alternate delivery location.

The vendor shall develop and maintain a weekly updated manufacturing and delivery schedule. Upon request, the vendor shall submit to the Engineer, within two (2) days of the request, a copy of the updated manufacturing and delivery schedule.

The vehicles shall be shipped for sidewalk delivery to the locations indicated for each facility location as listed in the list of Delivery Locations For Vehicles, Manuals, & Training in Appendix E. Sidewalk delivery is defined as the vendor's responsibility for removing the vehicles from the truck and placement onto the ground at a location designated by receiving personnel.

Vehicles shipped by other than the vendor's own truck shall not abrogate this responsibility. The Port Authority shall not be responsible for re-delivery charges as a result of failure to comply with this clause. Port Authority personnel will not be available to assist in off-loading vehicles.

The vendor shall notify the Engineer and the Facility Location as listed in the list of Delivery Locations For Vehicles, Manuals, & Training in Appendix E of delivery, at least three (3) working days in advance.

All deliveries shall be made during the hours of 9:00 am to 2:00 pm Monday through Friday excluding holidays celebrated in the state of delivery. The equipment shall be

deemed to have been delivered only if it is complete and in readiness for use and if it meets with the acceptance of the Engineer as elsewhere provided in this agreement. The times above-provided for delivery may be extended (subject, however, to the provisions of this numbered clause) only if in the opinion of the Engineer the vendor is necessarily delayed in delivery solely and directly by a cause which meets both of the following conditions:

- A.** Such cause is beyond the vendor's control and arises without his fault.
- B.** Such cause arises after the opening of proposals on this agreement and neither was, nor could have been, anticipated by investigation before such opening.

The vendor shall provide the above conditions in writing and shall have an approval by the Engineer in writing. In any event, even though a cause of delay meets the above conditions, an extension shall be granted by the Engineer only to the extent that:

- C.** The delivery is actually and necessarily delayed.
- D.** The effect of such cause cannot be anticipated and avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures (including planning, scheduling, and re-scheduling) whether before or after the occurrence of the cause of delay.

Notwithstanding the above, no extension of time shall be granted for a delay which would not have affected the time of delivery were it not for the fault of the vendor or for other delay for which the vendor is not entitled to an extension of time.

Any reference herein to the vendor shall be deemed to include subcontractors and materialmen, whether or not in privity of contract with the vendor, and employees of all the foregoing. Therefore, the vendor shall be charged with a delay caused by a subcontractor, materialmen or their employees.

The period of any extension of time shall be that necessary to make up the time actually lost, subject to the provisions of this numbered clause, and shall be only for those units actually delayed. The Engineer may defer all or part of his decision on an extension, and any extension may be rescinded or shortened if it subsequently is found that the delay can be overcome or reduced by the exercise of reasonable precautions, efforts, and measures. As a condition precedent for an extension of time, the vendor shall give written notice to the Engineer within forty-eight hours after the time when he knows or should know of a cause which might under any circumstances result in delay for which he claims or may claim an extension of time (including those causes for which the Authority is responsible or has knowledge of). The written notice shall specifically state that an extension is or may be claimed and shall identify such cause and describe, as fully as practicable at the time, the nature and expected duration of the delay and its effect on the delivery of various units. Since the possible necessity for an extension of time may materially alter the scheduling, plans, and other actions of the Authority, and since, with sufficient opportunity, the Authority might, if it so elects, attempt to mitigate the effect of a delay for which an extension of time might be claimed, and since merely oral notice may cause

disputes as to the existence or substance thereof, the giving of written notice as above required shall be of the essence of the obligations of the vendor, and failure of the vendor to give written notice as above required shall be a conclusive waiver of an extension of time.

It shall in all cases be presumed that no extension, or further extension, of time is due unless the vendor shall affirmatively demonstrate to the satisfaction of the Engineer that it is due. To this end, the vendor shall maintain adequate records supporting any claim for an extension of time and, in the absence of such records, the foregoing presumption shall be deemed conclusive.

It is the intent of this agreement that the vendor shall assume the responsibility for manufacturing the units in a manner acceptable to the Engineer and, consequently, no disapproval by the Engineer of any drawings submitted by the vendor or of any other act or omission of the vendor shall be cause for an extension of time.

The vendor assumes the risk of damages due to delay arising from any acts and causes whatsoever, including, but not limited to, wrongful acts and omissions of the Authority, its officers, employees, contractors, and agents, and its sole remedy against the Authority shall be an extension of time as set forth herein.

### **32. Extra Work**

The Vendor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Engineer. "Extra Work" as used herein shall be defined as work which differs from that expressly or impliedly required in the Specifications in their present form.

The Vendor is to supply the amount of materials, supplies, equipment and personnel required by the Engineer within twenty four (24) hours following receipt of written or verbal notice from the Engineer or, in the case of an emergency as determined by the Engineer, within four (4) hours following his receipt of the Engineer's written or oral notification.

Compensation for such Extra Work shall be determined by mutual agreement between the Engineer acting personally and the Vendor. However, should the parties fail to reach such an agreement, the Vendor's compensation shall be increased by the following amounts and such amounts only:

- In the case of Extra Work performed by the Vendor itself, an amount equal to the actual net cost in money of (A) labor required for such Extra Work, plus ten percent (10%) of such net cost, (B) materials required for such Extra Work plus five percent (5%) of such net cost, and (C) such rental for equipment (other than small tools) required for such Extra Work as the Engineer deems reasonable.

- In the case of Extra Work performed by a subcontractor, an amount equal to the sum of (A), (B) and (C) above, plus an additional five percent (5%) provided that any such Subcontract has been approved, in advance, by the Engineer.

As used in this numbered clause:

"Labor" means laborers and supervisors directly employed at the Site of the Work subject to the Engineer's authority to determine what employees of any category are required for "Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages. "Employees" as used above means only the employees of one employer.

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Vendor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Vendor is the manufacturer or producer thereof, the reasonable cost to the Vendor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any. The cost of all Extra Work performed by the Vendor shall not exceed six percent (6%) of the Estimated Total Contract Price of this Contract unless otherwise expressly authorized in writing by the Engineer. These funds shall be used only when necessary and are not routinely spent as part of the Contract.

The Vendor shall submit all reports, records and receipts as are requested by the Engineer so as to enable him to ascertain the time expended in the performance of Extra Work, the quantity of labor and materials used therein and the cost of said labor and materials to the Vendor.

The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

### **33. Payments**

After each the delivery of each complete unit, and receipt of all other required completed documents and the invoice for each delivered unit, and the acceptance by the Engineer, the Port Authority will advance to the vendor within thirty (30) days a payment of an

amount equal to the unit price of the completed unit plus any cost or deductions for changes and extras as per the requirements stipulated in the paragraph entitled “Changes and Extras,” less any payments already made in connection with said unit, and also subject to any monetary deductions, as determined solely by the Port Authority Engineer, for which the vendor has not met the requirements stipulated within this contract.

The vendor shall submit the invoice and the following minimum documents for each unit:

- The invoice for the delivered vehicle, which shall indicate a full description of the vehicle, the cab-chassis' make and model, the vehicle identification number, and the Port Authority Vehicle Number
- A certificate of origin fully completed transferring title and ownership to the Port Authority of NY & NJ
- Any other documentation as required by the Engineer

The above invoice and certificate of origin shall serve to pass title of each complete vehicle to the Port Authority, free of liens, third party claims, or any other security interests.

#### **34. Final Payments**

The acceptance by the vendor, or by anyone claiming by or through the vendor, of the final payment hereunder shall be, and shall operate as, a release to the Port Authority of all claims and of all liability to the vendor for all things done or furnished in connection with the contract and for every act and neglect, of the Authority or others relating to or arising out of the contract including claims arising out of breach of contract and claims based on claims of third persons.

The vendor's agreement as provided in the immediately preceding paragraph above shall be deemed to be part of the consideration forming part of this contract as a whole and not to be gratuitous; but in any event even if deemed gratuitous and without consideration, such agreement as provided in the immediate preceding paragraph above shall nevertheless be enforceable. Such release shall include all claims, whether or not in litigation and even though still under consideration by the Authority. Such release shall be effective notwithstanding any purported reservation of rights by the vendor to preserve such claim. The acceptance of any check designated as “final payment” or bearing any similar designation shall be conclusively presumed to demonstrate the intent of the vendor that such payment was intended to be accepted as final, with the consequences provided in this numbered clause.

The vendor agrees that he shall not be entitled to, and hereby waives any right he might otherwise have to, and shall not seek any judgment whether under this contract or otherwise for any such final payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of this numbered clause or have the

effect in any way of entitling the vendor to accept such final payment or an amount equivalent thereto or based thereon or any part thereof other than the same fashion as a voluntary acceptance of a final payment subject to all the terms of this contract including this numbered clause, unless and until the vendor should obtain a judgment on any claim arising out of or in connection with this contract (including a claim based on breach of contract) for an amount not included in said final payment. In any case in which interest is allowable on the amount of the final payment, such interest shall be at the rate of 6% per annum for the period, if any, in which such interest is due.

**35. Dealer Obligation To Order Vehicle(s)**

Upon award of contract, the dealer shall take all actions necessary to facilitate on-time delivery. The dealer shall submit written proof to the Engineer within 14 days after award of contract or final completion of the agreed upon vehicle design that the vehicle(s) have been ordered. This proof shall consist of valid purchase order(s) or factory order and acceptance with production slot information from the factory. Failure to place a valid and binding order within the designated time stated above shall be cause for the authority to cancel the contract without any further obligation to the vendor.

**36. Insurance Procured By Vendor**

The Vendor shall take out, maintain, and pay the premiums on commercial general liability insurance, including but not limited to premises-operations and products-completed operations, broad form property damage and independent Vendors coverage, with a contractual liability endorsement covering the obligations assumed by the Vendor under this contract, and, if vehicles are to be used to carry out the performance of this contract, then the Vendor shall also take out, maintain, and pay the premiums on automobile liability insurance covering owned, non-owned, and rented vehicles in the following minimum limits:

- **Commercial General Liability Insurance:** \$2 million combined single limit per occurrence for bodily injury and property damage liability.
- **Commercial Automobile Liability Insurance:** \$2 million combined single limit per accident for bodily injury and property damage liability.
- **Garage-Keepers' Legal Liability:** \$100,000 per location in the comprehensive form (if applicable).

In addition, the liability policy(ies) shall name the Port Authority of New York and New Jersey and its related entities as additional insured, including but not limited to premises-operations, products-completed operations coverage 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 exclusions from liability forming part of the standard, basic unamended and unendorsed commercial general liability policy. The liability policy(ies) and certificate of insurance shall include cross-liability coverage providing severability of interests so that coverage will respond as if

separate policies were in force for each insured. Furthermore, the Vendor's insurance shall be primary insurance as respects to the above additional insured (s), its representatives, officials, and employees. Any insurance or self insurance maintained by the above additional insured (s) shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

**The certificate of insurance and policy must contain the following wording 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 Vendor shall also take out, maintain, and pay the premiums on workers' compensation insurance in accordance with the requirements of law in the state(s) where the 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' written notice to the Port Authority of New York and New Jersey, General Manager, Risk Management, at the address listed below.

Within five (5) days after the award of this contract or contract, the Vendor must submit an original certificate of insurance to the Contract Engineer, Port Authority.

This certificate of insurance must show evidence of the above insurance policy(ies), stating the contract number, contract title, PO number, and the CITS number listed below at the end of this clause. Upon request, the Vendor shall furnish to the general manager, a certified copy of each policy, including the premiums.

The certificate(s) of insurance must be approved by the general manager, risk management, before any work can begin. Original certificates of insurance must be submitted in accordance with the aforementioned paragraph.

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 Vendor 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 avoid 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 Vendor to the authority.

Renewal policies shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Vendor shall promptly obtain a new and satisfactory certificate and policy. Upon request of the General Manager, Risk Management, the Vendor shall furnish the Port Authority with a certified copy of each policy stated above.

The requirements for insurance procured by the Vendor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Vendor under this contract. The insurance requirements are not a representation by the authority as to the adequacy of the insurance to protect the Vendor against the obligations imposed on them by law or by this or any other contract. **CITS #4401N**

**37. Title To Units**

Upon delivery and payment for each vehicle, all portions of the vehicle and all components installed on the vehicle which had not previously become Port Authority property under the provisions of the paragraph entitled "Payments" shall become the property of the Port Authority. The vendor shall furnish to the Port Authority all such bills of sale and certificates of title or origin and other instruments as may be required, assuring the Authority of title to all materials free of liens and other encumbrances.

**38. Intellectual Property**

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks and copyrights, collectively hereinafter referred to as the "intellectual property rights" in the performance of the work shall be obtained by the vendor without separate or additional compensation. The vendor shall indemnify the Port Authority against and save it harmless from all loss and expense incurred as a result of any claims in the nature of intellectual property rights infringement arising out of the Port Authority's use, in accordance with the immediately preceding statement, of any protected intellectual property rights. The vendor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Port Authority be enjoined either temporarily or permanently from the use of any subject matter as to which the vendor is to indemnify the Port Authority against infringement, then the Port Authority may, without limiting any other rights it may have, require the vendor to supply temporary or permanent replacement facilities approved by the Engineer, and if the vendor fails to do so the vendor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to the Port Authority or take such steps as may be necessary to insure compliance by the Port Authority with said injunction, to the satisfaction of the Port Authority.

### **39. Principles Of Design**

These vehicles must be designed for maximum safety, reliability, and ease of operation. Every effort is to be taken by the manufacturer to assure that the principles of human Engineering and ergonomics are designed into the functional controls of the vehicle. Systems on the unit shall incorporate the use of fail-safe design to assure maximum safety while in operation. Adequate redundancy must be built into any system as deemed necessary. Specific applications of these principles will be evidenced in design criteria including:

- A.** The vehicle weight distribution shall be properly distributed with a laden or unladen vehicle to provide the proper loading on all axles, and provide the vehicle with the proper traction, steering, other driveability factors.
- B.** All bolts, washers, and nuts used to assemble all structural components and any high fatigue parts shall be Grade 8 with elastic self-locking type nuts. All bolts, washer, and nuts used shall be manufactured in the USA.
- C.** All electronic system wiring shall be properly shielded as required to assure that circuits are not affected by other vehicle systems or any external interferences.
- D.** All vehicle components and systems shall operate without being affected by interference damage or disruption including detrimental effects or interference to on-board computer modules from either vehicle generated noise, or stray EMF or RMF fields encountered from any airport operations. EMF and RMF noise sources that may be generated by the vehicle, especially if such noise is detrimental to aircraft, Air Traffic Control, or air navigation equipment, shall be shielded. In the event a unit is found to create or encounter EMF or RMF problems, the vendor will be responsible for remedying the problem to the satisfaction of the Port Authority.
- E.** All systems shall be designed to allow quick and efficient operation of the unit. Pneumatic, electrical, electronic, hydraulic, and other systems shall be operational within a minimum amount of temperature stabilization, and accumulator or system build-up.
- F.** All operating controls, light switches, and controls for auxiliary equipment shall be clearly and permanently marked and identified by means of resistant plastic identification plates with recessed lettering of a contrasting color. All equipment shall be powered to operate or run with the ignition in a key "ON" position only unless specific equipment has been agreed to with the Engineer that it can operate differently.
- G.** The use of pilot lights or indicators for all controls or switches.
- H.** Venting systems for vehicle fuel, coolant, hydraulics, etc., shall not discharge or vent over any part of the exhaust system or equipment, but shall direct such overflows to a suitable recovery system in order not to cause an environmental spill.

- I. All emergency shut-off valves shall be properly identifiable, as to location and operation.
- J. All controls shall be immediately identifiable as to the correct positioning by logic of operation or clear indications.
- K. All gauges shall be suitably marked as to the intended purpose and shall be easily visible by the operator.
- L. All systems requiring servicing shall be equipped with approved self-contained checking devices. The preferred check device for hydraulic system reservoir shall be sight gauges that are clearly marked to show service level and type of fluid. Pressure gauges shall be installed on accumulators, on all other components, or elsewhere as required with easily connectable service ports in close proximity.
- M. Diesel engine(s) shall be approved for continuous operation using fuel meeting specifications for No.1 or No.2 diesel as set forth in ASTM D-976 combined with twenty percent (20%) Biodiesel meeting specification ASTM D 6751 for Biodiesel fuel. If these fuels require additives or involve restrictions all such requirements, restrictions, and concerns are to be detailed in the exceptions or deviations section of the bid, and instructions for such additives or instructions shall be detailed in a placard or decal located at the fuel fill location as close to the fill neck as practical.
- N. CNG engines, including dedicated, bi-fuel, and all engine conversions, shall be approved and certified for continuous operation using commercially provided clean CNG.
- O. Steps, stairways, ladders, walkways, handholds, handrails, etc. used to access the cab or the body of the vehicle, to perform maintenance or any operational areas or other parts of the vehicle and its equipment shall conform to the most recent edition of SAE J185 – Access Systems for Off-Road Machines, using the “preferred” dimensions offered in this standard.

**40. Accessibility Of Components**

All parts of the unit and auxiliary equipment shall be easily accessible for inspection, operation, and maintenance. All electrical components shall be centrally located and enclosed in an airtight weatherproof electrical box. All air system components shall also be centrally located and marked. All components shall be readily removable and replaceable. These features are considered mandatory and the unit will be closely inspected to assure conformance with these requirements.

If, in the opinion of the Engineer, any part or component is not readily accessible, removable, or replaceable, the Engineer may require the vendor to correct these deficiencies at the vendor's own expense, before acceptance. Any departure from the requirements of these specifications shall be immediately remedied by the vendor at his own expense.

**41. Marking Of Controls**

All operating controls, light switches, and accessory equipment that may be installed on the unit shall be clearly and permanently marked and identified by a metal or oil resistant plastic identification plates with stamped recessed lettering filled with a contrasting color paint. The lettering for the instrument panel controls shall be approximately one-half (½”) inch high and approximately one (1”) inch high for all other locations. The above shall apply to all controls. All switches shall be "on" in the up position.

**42. Quality Control**

Critical components and the complete unit must demonstrate compliance with these specifications. The vendor shall be responsible for assuring the quality control of his suppliers and shall arrange for the required tests, certifications, and for the test location and all equipment required for testing. The vendor shall notify the Engineer when major components are ready for testing, and the Engineer will decide whether representatives of the Authority will be present at the tests.

The vendor shall develop and submit for the Engineer’s approval test plans covering all tests required to be performed hereunder. All such tests shall be performed in accordance with the approved plans.

If the unit or any component fails a test, the unit or component must be retested when the deficiencies have been corrected. The Engineer may at his sole discretion require extra testing of the failed unit or component or of all units or components to assure that the noncompliance was not the result of a design error or indicative of the inability of the unit or component to withstand the intended service.

The Port Authority shall have the option of witnessing the following specific tests on randomly selected finished vehicles to assure that they meet minimum performance requirement:

- A. Vehicle driveability to include vehicle weight distribution, braking, top speed, etc.
- B. Interlock and parking brake system
- C. Other tests as specified elsewhere in these specifications, required, or as requested by the Engineer.

**43. Drawings, Schematics, And Functionality Charts**

Within six (6) weeks after acceptance of its bid, the vendor shall deliver to the Engineer complete and fully detailed and dimensioned drawings showing the design configuration of the vehicles with all equipment and system, the weight distribution of the complete unit both loaded and unloaded, and any other drawings, sketches and calculations requested by the Engineer. These drawings shall show the size and exact location of all principal parts as well as any other data necessary or desirable to provide complete information on what the vendor proposes to furnish.

The Engineer will review the drawings or require additions or corrections to be made therein, and advise the vendor on which additions or corrections are required. The vendor shall promptly make the required additions and corrections and resubmit such drawings within ten (10) days of their return to the vendor. Each unit as finally furnished and delivered shall be in strict accordance with the drawings. Any work performed by the vendor before reviewing the drawings shall be at the vendor's risk and the work so done shall not be considered as work done under and in performance of this agreement unless it is reviewed by the Engineer.

All drawings, parts lists, data, and other papers of any type whatsoever, whether in the form of writing, figures, or delineations, which are prepared in connection with this agreement and submitted to the Authority, shall become the property of the Authority, except to the extent that rights are reserved to others under existing valid patents and are not given the Authority under the clause hereof entitled "Intellectual Property." Subject to the above, the Authority shall have the right to use or permit the use of all such drawings, data, and other papers, and any oral information received by the Authority, any ideas or methods represented by such papers and information for any purpose and at any time, without other compensation than that specifically provided herein. No such papers or information shall be deemed to have been given in confidence, and any statement and/or legend to the contrary on any of the said drawings, data, or other papers shall be void and of no effect.

The vendor's drawings shall include but not be limited to the following:

- A.** General layout of the complete unit, showing all dimensions of the general configuration, position of the major components, turning clearances, weight distribution (laden and unladen), and the location of the vehicle's center of gravity.
- B.** Schematic of the following systems, showing all components with full make and part numbers (manufacturer's specification data shall be submitted with drawings): color coded for Identification of systems
  - Lighting, Electrical, and electronic system(s)
  - Pneumatic System(s)
  - Hydraulic System(s)
  - Functionality chart showing detailed operation of all systems in all modes of operation
- C.** Any other drawings, schematics, charts, etc. As requested by the Engineer.

**44. Vendor's Warranties**

The vendor represents and warrants:

- A. That it is financially solvent, that it is experienced in and competent to perform the requirements of this contract, that the facts stated or shown in any papers submitted or referred to in connection with its proposal are true, and, if the vendor be a corporation, that it is authorized to perform this contract;
- B. That it has carefully examined and analyzed the provisions and requirements of this contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this contract, the general and local conditions and all other matters which in any way affect this contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;
- C. That the contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;
- D. That no commissioner, officer, agent, or employee of the Authority is personally interested directly or indirectly in this contract or the compensation to be paid thereunder;
- E. That, except only for those representations, statements or promises expressly contained in this contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Authority, its commissioners, officers, agents, employees, or consultants has induced the vendor to enter into this contract or has been relied upon by the vendor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this contract; (2) the nature, quantity, quality, or size of the materials, equipment, labor, and other facilities needed for the performance of this contract; (3) the general or local conditions which may in any way affect this contract or its performance; (4) the price of the contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

**45. Rights Of The Port Authority**

If the vendor is guilty of any breach hereof, the Port Authority shall be entitled:

- A. To withhold out of monies otherwise due such sums as the Engineer deems necessary to protect it from loss or delay and to apply such sums for the vendor's account as the Engineer deems best to secure such protection.
- B. To have any work completed for the vendor's account either itself or through others.
- C. To cancel this agreement as to all or any part of the uncompleted portion thereof.

- D. To obtain specific performance, an injunction or any other appropriate equitable remedy.
- E. To money damages
- F. To exercise any other appropriate right or remedy at law or in equity.

For the purpose of this agreement, breach shall include, but shall not be limited to, the following, whether or not the time has yet arrived for performance of an obligation under this agreement: a statement by the vendor to the Authority indicating that he cannot or will not perform any one or more of his obligations under this agreement; any act or omission of the vendor or any other occurrence which makes it improbable at the time that he will be able to perform any one or more of his obligations under this agreement; any suspension of or failure to proceed with any part of the work by the vendor which makes it improbable at the time that he will be able to perform any one or more of his obligations under this agreement; any false certification at any time by the vendor as to any material item certified pursuant to the clauses of the information for bidders entitled “certification of no investigation (criminal or civil anti-trust), indictment, conviction, suspension, debarment, disqualification, prequalification denial or termination, etc; disclosure of other required information” and “non-collusive bidding and codes of ethics certification; certification of no solicitation based on commission, percentage, brokerage, contingent fee or other fee”, or the willful or fraudulent submission of any signed statement pursuant to such clauses which is false in any material respect; or the vendor’s incomplete or inaccurate representation of its status with respect to the circumstances provided for in such clauses.

The enumeration in this numbered clause or elsewhere in this agreement of specific rights and remedies of the Authority shall not be deemed to limit any other rights or remedies which the Authority would have in the absence of such enumeration or act as a waiver of any other of its rights or remedies not inconsistent therewith or to stop it from exercising such other rights or remedies.

**46. Rights Of The Vendor**

Inasmuch as the vendor can be adequately compensated by money damages for any breach of this contract which may be committed by the Authority, the vendor expressly agrees that no fault, act or omission of the Authority shall constitute a material breach of this contract, entitling him to cancel or rescind it or to suspend or abandon performance.

**47. Assignments**

The vendor shall not delegate, assign, or otherwise transfer this contract or any rights or obligations hereunder or any monies due or to become due hereunder without the express written consent of the Port Authority. The vendor may, however, subcontract portions of the work to be performed provided that the Engineer expressly so permits in writing. No subcontractor shall have any rights against the Port Authority and all subcontractors shall be deemed the vendor's agents.

No delegation of performance by the vendor shall relieve the vendor either of the duty to perform or of any liability for breach.

**48. Approval By Engineer**

The approval by the Engineer of any workmanship, materials, drawings, designs, or details of construction of the unit shall be construed merely to mean that, at that time, the Engineer knows of no good reason for objecting thereto, and no such approval shall release the vendor from his full responsibility for the satisfactory construction and operation of the unit.

The decision of the Engineer shall be final and binding on the parties as to the quality, acceptability, and fitness of all parts of the unit, as to conformity of the unit with, and as to the interpretation of, the specifications, drawings, and technical requirements of this agreement and as to all questions in connection with the work hereunder.

Whenever the words "approved," "required," "satisfactory," "necessary," "equal," or words of similar import are used in this agreement, they shall mean approved or required by the Engineer and satisfactory, necessary, or equal in the opinion of the Engineer.

**49. Entire Agreement**

The Agreement between the Port Authority and the Vendor consists of this document, the Request For Quotation ("RFQ"), the Specifications, any Appendices, and all other documents required to be submitted by the Vendor with its proposal, and the Authority's acceptance of the Vendor's proposal and constitutes the complete and exclusive statement of the terms of the agreement between the parties, and the agreement may not be explained or supplemented by course of dealing, usage of trade, or course of performance; and this document shall supersede all other communications, written or oral.

**50. Changes In Agreement**

Except as specifically provided in the clause hereof entitled "Rights of the Port Authority," no change in or termination or modification of this agreement shall be effective unless in writing and signed by the party to be charged therewith.

**51. No Personal Liability**

No commissioner, officer, agent, or employee of the Port Authority shall be held personally liable under this agreement, or because of the execution or attempted execution hereof or because of any breach hereof or alleged breach hereof.

**52. No Estoppel Or Waiver**

The Authority shall not be precluded or estopped by any acceptance, certificate or payment, final or otherwise, issued or made under this contract or otherwise issued or made by it, the Engineer, or any officer, agent or employee of the Authority, from showing at any time the true amount and character of work performed, or from showing that any such acceptance, certificate or payment is incorrect or was improperly issued or made; and the Authority shall not be precluded or estopped, notwithstanding any such acceptance, certificate or payment, from recovering from the vendor any damages which it may sustain by reason of any failure on his part to comply strictly with this contract, and any moneys which may be paid to him or for his account in excess of those to which he is lawfully entitled.

Neither the acceptance of the work or any part thereof, nor any payment therefore, nor any order or certificate issued under this contract or otherwise issued by the Authority, the Engineer, or any officer, agent or employee of the Authority, nor any permission or direction to continue with the performance of work, nor any performance by the Authority of any of the vendor's duties or obligations, nor any aid lent to the vendor by the Authority in his performance of such duties or obligations, nor any other thing done or omitted to be done by the Authority, its commissioners, officers, agents or employees shall be deemed to be a waiver of any provisions of this contract or of any rights or remedies to which the Authority may be entitled because of any breach thereof, excepting only a resolution of its commissioners, providing expressly for such waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the work, because of any breach hereof, shall be deemed a waiver of any money damages to which the Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this contract shall be deemed to be a waiver of any other or any subsequent breach.

**53. No Third Party Rights**

Nothing contained in this agreement is intended for the benefit of third persons except to the extent that this agreement specifically provides otherwise by use of the words "benefit" or "direct right of action."

**PART II- CONTRACTOR'S INTEGRITY PROVISIONS**

**54. Certification Of No Investigation (Criminal Or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification And Disclosure Of Other Information**

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

- A. been indicted or convicted in any jurisdiction;
- B. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- C. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
- D. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
- E. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of fifty thousand dollars (\$50,000) as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- F. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- G. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, including an inspector general of a governmental agency or public authority.

**55. Non-Collusive Bidding, And Code Of Ethics Certification, Certification Of No Solicitation Based On Commission, Percentage, Broker, Contingent Or Other Fees**

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

- A. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
- C. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

- D.** this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated March 11, 2014, as may be revised, (a copy of which is available upon request) nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
- E.** no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
- F.** the Bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.
- G.** no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination with respect to (i) the solicitation, evaluation or award of this Contract, or (ii) the preparation of specifications or request for submissions in connection with this Contract.

The foregoing certifications in this Part II, Sections 1 and 2, shall be deemed to have been made by the Bidder as follows:

- \* if the Bidder is a corporation, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each parent, affiliate, director, and officer of the Bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Bidder with an ownership interest in excess of ten percent (10%);
- \* if the Bidder is a partnership, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Bidder, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing

certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph “2g”, if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a “financial interest” in this Contract, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Chief Procurement Officer of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsiveness or non-responsibility.

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids and the term of the Contract, if Bidder is awarded the Contract, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding and continuing this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications, has failed to immediately notify the Port Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions

of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

**56. Bidder Eligibility For Award Of Contracts – Determination By An Agency Of The State Of New York And New Jersey Concerning Eligibility To Receive Public Contracts**

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any 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 rate of wage legislation.

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

**57. Contractor Responsibility, Suspension Of Work And Termination**

During the term of this Contract, the Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Port Authority to present evidence of its continuing legal authority to do business in the States of New Jersey or New York, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Port Authority, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Port Authority issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and an opportunity to be heard with appropriate Port Authority officials or staff, the Contract may be terminated by Port Authority at the Contractor's expense where the Contractor is determined by the Port Authority to be non-responsible. In such event, the Port Authority or its designee may complete the

contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach, including recovery of costs from Contractor associated with such termination.

**58. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.**

At all times, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In the event that the Contractor becomes aware of the occurrence of any conduct that is prohibited by this section entitled "No Gifts, Gratuities, Offers of Employment, Etc.", it shall report such occurrence to the Port Authority's Office of Inspector General within three (3) business days of obtaining such knowledge. (See "<http://www.panynj.gov/inspector-general>" for information about to report information to the Office of Inspector General). Failing to report such conduct shall be grounds for a finding of non-responsibility.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated March 11, 2014, as may be revised, (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

**59. Conflict Of Interest**

During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Chief Procurement Officer in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Chief Procurement Officer, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Chief Procurement Officer may require the Contractor to submit a mitigation plan addressing and mitigating any disclosed or undisclosed conflict, which is subject to the approval of the Chief Procurement Officer and shall become a requirement, as though fully set forth in this Contract. In the event the Chief Procurement Officer shall determine that the performance by the Contractor of a portion of its Services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said Services is determined by the Chief Procurement Officer to be no longer appropriate because of such preclusion, then the Chief Procurement Officer shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract, which results, directly or indirectly, from the Services provided by the Contractor hereunder. The Port Authority's determination regarding any questions of conflict of interest shall be final.

**60. Definitions**

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting and/or law enforcement agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

Bidder - shall mean Bidder; except and until the Contract has been awarded, then it shall mean Contractor.

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean executing this Contract.

**APPENDIX B**

**VENDOR'S DETAIL SHEET**

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
OPERATIONS SERVICES DEPARTMENT  
CENTRAL AUTOMOTIVE DIVISION  
241 ERIE STREET, ROOM 307  
JERSEY CITY, NEW JERSEY 07310-1397**

**DATE: MAY, 2016  
CODE: 015-G515-4858**

**SPECIFICATIONS FOR:**

**AIRPORT RUNWAY ELECTRICAL MAINTENANCE TRUCK**

**VENDOR:** \_\_\_\_\_ **TEL.NO.** \_\_\_\_\_

**REPRESENTATIVE:** \_\_\_\_\_

**SUB-VENDOR (NAME & ADDRESS):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ESTIMATED DELIVERY:** \_\_\_\_\_ **DAYS**

1. **General**

Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_

Model Year: \_\_\_\_\_

Cab Type: \_\_\_\_\_

GVWR: \_\_\_\_\_ LBS

GCWR: \_\_\_\_\_ LBS

Front GAWR: \_\_\_\_\_ LBS

Rear GAWR: \_\_\_\_\_ LBS

Payload: \_\_\_\_\_ LBS

2. **Engine**

Fuel Type: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Rated Horsepower: \_\_\_\_\_ HP @ \_\_\_\_\_ RPM

Rated Torque: \_\_\_\_\_ LBS-FT @ \_\_\_\_\_ RPM

Governed Speed: \_\_\_\_\_ RPM

On-Highway Fuel Consumption: \_\_\_\_\_ MPG

3. **Fuel Tank**

Location of Gasoline Fuel Tank: \_\_\_\_\_

Total Fuel Tank Capacity: \_\_\_\_\_ GAL

4. **Transmission**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Type: \_\_\_\_\_

5. **Alternator**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Rated Output Capacity: \_\_\_\_\_ AMPS

Output @ Idle: \_\_\_\_\_ AMPS @ \_\_\_\_\_ RPM

6. **Batteries**

Number of Batteries: \_\_\_\_\_

Total CCA: \_\_\_\_\_ CCA

7. **Service Body**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Body Material: \_\_\_\_\_

Type of Access Doors: \_\_\_\_\_ Door Material: \_\_\_\_\_

8. **Generator**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Rated Capacity: \_\_\_\_\_ kW

9. **Air Compressor**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Rated Capacity: \_\_\_\_\_ CFM @ 100 PSIG

10. **Crane**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Maximum Rated Capacity: \_\_\_\_\_ LBS

Maximum Capacity: \_\_\_\_\_ LBS @ 8 Feet

**11. Deviations From Specifications:**

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**APPENDIX C  
 BIDDER'S PRICING SHEET: PART 1**

	<u># of Units</u>	x	<u>Unit Price</u>	=	<u>Total</u>
Airport Runway Electrical Maintenance Truck	6		\$_____		\$_____

In the event of any calculation error (s), unit price prevails.

In the event a unit price is omitted, The Port Authority shall have the right to re-calculate the total price divided by the # of units thus arriving at a unit price.

**DOMESTIC CONTENT AND ASSEMBLY CERTIFICATION**

Where possible, every effort shall be made to meet the following: at least sixty (60%) percent (value) of a vehicle's components and subcomponents to be produced in the United States or Canada; final assembly taking place in the United States and all equipment be purchased from a domestic supplier.

- Bidder certifies unit(s) meets domestic content and assembly requirements.
- Bidder's unit(s) does not meet domestic content and assembly requirements.

\_\_\_\_\_  
 (Signature)

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 (Title)

**APPENDIX D**

**BIDDER'S ADDITIONAL PRICING SHEET**

**ITEMIZED PRICING**  
**FOR INFORMATIONAL PURPOSES ONLY**

<b><u>Purchase</u></b>	<b><u>Unit Price</u></b>
NY Vehicle Registration & License Plates	\$ _____
NJ Vehicle Registration & License Plates	\$ _____

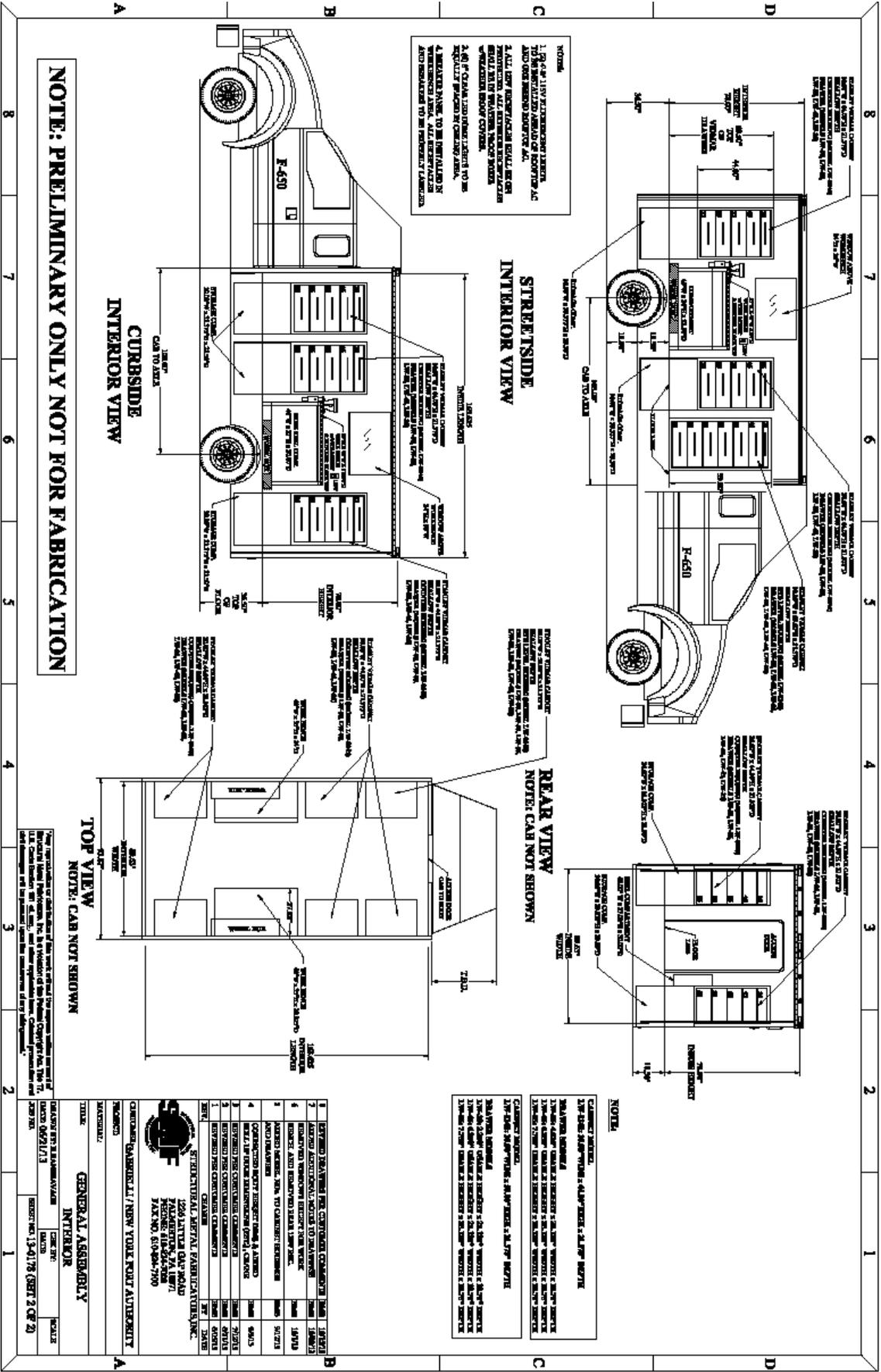
## APPENDIX E

### DELIVERY LOCATIONS FOR VEHICLES, MANUALS, & TRAINING

The vendor shall deliver vehicle(s), parts, service manuals, and perform all training directly to the Port Authority Automotive Shops, as listed below. Vendors shall send to the Engineer receipts showing delivery of vehicles and manuals from each shop. Payment will not be released without these documents.

<u>Facility Location</u>	<u>Automotive Shop Address</u>
<b>CAD Office</b>	Central Automotive Division 241 Erie Street, Room 3071 Jersey City, NJ 07310 Attn: Aldo Nuzzolese Tel: 201-216-2367 <b>GPS: 40.731317,-74.04297</b>
<b>JFK Automotive Shop</b>	JFK International Airport Automotive Shop Building 14 Jamaica, NY 11430 Attn: Joe Kardos Tel: (718) 244-4041 <b>GPS: 40.650814,-73.809022</b>





**NOTES:**

1. FOR ALL NEW VEHICLES, THE SEATING AREA SHALL BE DESIGNED TO ACCOMMODATE THE SEATING OF ALL PASSENGERS AND OPERATORS AS REQUIRED BY THE FEDERAL MOTOR VEHICLE SAFETY ACT.
2. ALL NEW VEHICLES SHALL BE DESIGNED TO ACCOMMODATE THE SEATING OF ALL PASSENGERS AND OPERATORS AS REQUIRED BY THE FEDERAL MOTOR VEHICLE SAFETY ACT.
3. ALL NEW VEHICLES SHALL BE DESIGNED TO ACCOMMODATE THE SEATING OF ALL PASSENGERS AND OPERATORS AS REQUIRED BY THE FEDERAL MOTOR VEHICLE SAFETY ACT.
4. SEATING SHALL BE DESIGNED TO ACCOMMODATE THE SEATING OF ALL PASSENGERS AND OPERATORS AS REQUIRED BY THE FEDERAL MOTOR VEHICLE SAFETY ACT.

**STREET SIDE INTERIOR VIEW**

**REAR VIEW**  
NOTE: CAB NOT SHOWN

**CURBSIDE INTERIOR VIEW**

**TOP VIEW**  
NOTE: CAB NOT SHOWN

**NOTE: PRELIMINARY ONLY NOT FOR FABRICATION**

**NOTE:**

CABINET MATERIAL:  
3/4" SOLID SHELVING - 48" X 24" X 1/2" MDF

SEATING MATERIAL:  
3/4" SOLID SHELVING - 48" X 24" X 1/2" MDF

OPERATION AND MAINTENANCE:  
3/4" SOLID SHELVING - 48" X 24" X 1/2" MDF

REV	DESCRIPTION	DATE	BY	CHKD
1	REVISED TO SHOW THE CURBSIDE COMPONENTS	10/15/11	JL	JL
2	REVISED TO SHOW THE REAR VIEW COMPONENTS	10/15/11	JL	JL
3	REVISED TO SHOW THE TOP VIEW COMPONENTS	10/15/11	JL	JL
4	OPERATION AND MAINTENANCE (GENERAL COMMENTS)	10/15/11	JL	JL
5	REVISED TO SHOW THE CURBSIDE COMPONENTS	10/15/11	JL	JL
6	REVISED TO SHOW THE REAR VIEW COMPONENTS	10/15/11	JL	JL
7	REVISED TO SHOW THE TOP VIEW COMPONENTS	10/15/11	JL	JL
8	OPERATION AND MAINTENANCE (GENERAL COMMENTS)	10/15/11	JL	JL
9	REVISED TO SHOW THE CURBSIDE COMPONENTS	10/15/11	JL	JL
10	REVISED TO SHOW THE REAR VIEW COMPONENTS	10/15/11	JL	JL
11	REVISED TO SHOW THE TOP VIEW COMPONENTS	10/15/11	JL	JL
12	OPERATION AND MAINTENANCE (GENERAL COMMENTS)	10/15/11	JL	JL

STREET VEHICLE PARTS FABRICATION, INC.  
1226 LANTANA OAK ROAD  
PALM BEACH, FL 33480  
TEL: 561-833-1111  
FAX: 561-833-1111

OPERATION AND MAINTENANCE (GENERAL COMMENTS)

GENERAL ASSEMBLY INTERIOR

DATE: 06/29/13  
SCALE: 1/8" = 1'-0"

PROJECT NO: 13-0176 (SHEET 2 OF 2)