



REQUEST FOR QUOTATION

Contact person/Telephone/Email: Margaret D'Emic 212-435-4609 mdemic@panynj.gov	Collective# Bid Due Date 0000049676 06/05/2017 Bids must be received no later than 11:00 AM on the above Bid Due Date. Deliver Services To: LaGuardia Airport
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Quantity	Description	Unit Price	Total
	Inspect and Maintain Leak and Level Monitoring Systems for Petroleum Bulk Underground Storage Tanks (PBUST) at LaGuardia Airport Three-Year Contract to commence on or about July 1, 2017. The attached document entitled "Information to Bidders/Contract Terms and Conditions" and Pricing Sheets are included as part of this Contract. Please read all Terms and Conditions before bidding. A price preference of 10% is available for NY/NJ minority and women business enterprises (M/WBE) or 5% for NY/NJ small business enterprises (SBE) certified by the Port Authority (PA) by the day before bid opening for awards not exceeding \$1,000,000. My firm was certified as a _____ on _____.		
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS	Total Delivered Price

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

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

Signed _____
 Firm Name _____
 Telephone number _____ Date _____
 Fax Number _____
 Federal Taxpayer ID _____
 Email Address: _____

**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 _____



REQUEST FOR QUOTATION

Bid Due Date 06/05/2017

Quantity	Description	Unit Price		Total	
	<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 & 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. & 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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Quantity	Description	Unit Price		Total	
	<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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Bid Due Date 06/05/2017

Quantity	Description	Unit Price		Total	
	http://www.panynj.gov/business-opportunities/bid-proposaladvertisements.html and download any addenda that might have been issued in connection with this solicitation.				
	Inspect and Maintain PBS-UST/AST-3 Yrs.				
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS		Total Delivered Price	

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Signed _____ Date _____
 Firm Name _____

TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of \$100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764A, that it will honor a determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (212) 435-4600 or at <http://www.panynj.gov/business-opportunities/become-vendor.html>
12. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
13. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.
14. Neither the Commissioners of the Port Authority, nor Directors of PATH, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

**Bid No. 49676 - Inspect and Maintain Leak and Level Monitoring Systems for Petroleum Bulk Underground/Aboveground Storage Tanks (PBS-UST/AST) at LaGuardia Airport
Three-Year Contract**

INFORMATION TO BIDDERS

1. AWARD METHOD

Award to Single Bidder

It is the intent of the Port Authority of New York and New Jersey (the "Port Authority") to award an order to one Bidder based on the total estimated price for all services. However, the Port Authority shall have the absolute right to reject any or all bids or to accept any bid in whole or in part and to waive defects in bids.

2. CORRECTION IN COMPUTATION

Each Bidder shall insure that all information and figures are inserted as required and that all computations have been verified for accuracy. Bidders are advised that the Port Authority may verify only the quotation or quotations that it deems appropriate and may not check each bid for errors in computation. In the event there is a discrepancy between any unit price listed and the "Total Price" or the "Total Contract Price," the Bidder's unit price shall prevail.

3. FACILITY INSPECTION

A Facility Inspection will be held on Thursday, May 25, 2017 at 10 a.m. at LaGuardia Airport, Hangar 7C, First Floor Environmental Unit Conference Room, Flushing, NY 11371. Interested Bidders should contact Michael Parletta at 718-533-3531 to confirm attendance. A government-issued Photo ID is required for all individuals attending the Facility Inspection.

CONTRACT TERMS AND CONDITIONS

1. GENERAL AGREEMENT

The Vendor agrees to inspect and maintain Leak and Level Monitoring Systems for Petroleum Bulk Underground/Aboveground Storage Tanks (PBS-UST/AST) at LaGuardia Airport located in Flushing, NY 11371, in accordance with applicable environmental regulatory compliance requirements for PBS-UST/AST systems and the maintenance requirements for the PBS-UST/AST monitoring systems as stipulated in these Specifications. The Contract term is three (3) years.

The Contractor shall be compensated for the services performed under this Contract in accordance with the prices inserted by the Contractor in the attached "Bidder's Pricing Sheet". The Unit Prices quoted shall not exceed two decimal places.

2. EXTENSION PERIOD

The Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days (hereinafter called the "Extension Period") subsequent to the Expiration Date of the Base Term or to the Expiration Date of the final exercised Option Period, subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, the Port Authority will advise the Contractor, in writing that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

3. CONTRACTOR BACKGROUND SCREENING

The Contractor awarded this contract may be required to have its staff, and any subcontractor's staff working under this Contract, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Contractor (and any subcontractors) may also be required to use an organization designated by the Authority to perform the background checks. 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. Costs for staff that are rejected for a credential for any reason are not reimbursable.

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, except as otherwise required by federal law and/or regulation. 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.

4. PREREQUISITES

The bidder should submit proof that it satisfies the following Contract prerequisites at the time it submits bid:

- a. The Bidder shall have had at least three (3) years of continuous experience immediately prior to the date of submission of its bid in the management and operation of a business involved in maintaining and inspecting leak and level monitoring systems for Underground and Aboveground Petroleum Storage Tanks, and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least three (3) years of experience immediately prior to the date of the submission of its Bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period
- b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have performed or be performing under at least one (1) contract requiring similar services of similar scope to those required under this Contract.
- c. In the event a bid is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Bid as follows: The prerequisite in subparagraphs (a) and (b) above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. If a joint venture which has not been established as a distinct legal entity submits a bid, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the bid and do each act and thing required by this Invitation for Bid. On the original bid and wherever else the Bidder's name would appear, the name of the joint venture Bidder should appear if the joint venture is a distinct legal entity. If the Bidder is a common law joint venture, the names of all participants should be listed followed by the words "acting jointly and severally". All joint venture Bidders must provide documentation of their legal status.

Proof that the above prerequisites are met should be submitted with the Bid.

5. LIQUIDATED DAMAGES

The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then damages for breach by the Contractor may be liquidated as follows but only at an amount which is reasonable in the light of the anticipated or actual harm caused by the breach, the difficulties of proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy, as follows:

- If during any calendar month during the term of this Contract, the Contractor fails to perform all or any part of the Work as specified in the Specifications as the same may, as hereinafter provided, be revised, satisfactorily or at the times required or at the frequencies set forth herein, the total monthly amount payable by the Port Authority to the Contractor for such monthly period shall be reduced by an amount equal to the product obtained by multiplying two hundred percent (200%) of the “Unit Price” as appropriate (for the applicable Contract year) quoted by the Contractor for the item of Work not performed, not performed satisfactorily, or not performed at the required times.

6. BILLING

The Contractor shall submit by the fifth (5th) day of each month an invoice with a unique invoice number for the work performed during the preceding month accompanied by such information as may be required by the Facility Representative for verification. The Contractor must include the Port Authority Purchase Order number on each invoice.

Mail all invoices to: The Port Authority of New York and New Jersey, LaGuardia Airport, Hangar 7C, Flushing NY, 11371, 1st floor Environmental Unit, Attn. Michael Parletta, CEP, CEPSC. Payment to the Contractor shall be made within thirty days of Port Authority verification of the invoice.

7. TERMINATION

The Port Authority may terminate this Contract with cause at any time and without cause within five (5) business days of written notice to the vendor, and in such an event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such date was the original expiration date. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions of this agreement already performed but no allowance shall be made for anticipated profits. The Vendor shall complete delivery of all items ordered before receipt of the notice of termination.

8. HOLIDAYS

Except where otherwise specified, all of the following holidays will be observed at the Facility. Where specified herein, these holidays shall mean and include:

- | | |
|----------------------------------|--------------------------------|
| New Year’s Day | Labor Day |
| Martin Luther King, Jr. Birthday | Columbus Day |
| Lincoln’s Birthday | Veterans Day |
| President’s Day | Thanksgiving Day |
| Memorial Day | The day after Thanksgiving Day |
| Independence Day | Christmas |

9. UNION JURISDICTION

The Vendor is advised to ascertain whether any union now represented or not represented at the

facility will claim jurisdiction over any aspect of the operation to be performed hereunder including delivery.

10. PORT AUTHORITY ESCORT

- a) A Port Authority escort will accompany the Contractor while the Contractor is performing all services under this Contract. If an issue arises that prevents an escort from accompanying the Contractor (e.g. snow emergency), the inspection/service date will be rescheduled.
- b) Due to airport security issues, the Contractor will be transported to the tank sites in a Port Authority vehicle. The Contractor may bring the tools and materials required to perform the required services into the Port Authority Vehicle.

11. TANK DESCRIPTIONS

TANK ID's & LOCATIONS	NO. OF TANKS	TANK SIZE
BUILDING #84 - T6	1	600 Gallons
PARKING LOT 4 (AST)	1	1000 Gallons
PARKING LOT 4 (AST) (DAY TANK)	1	350 Gallons
BUILDING #30- PEG EME GEN, PEG O/W SEP	2	600 Gallons (each)
ARFF-1 (ARFF BLDG #137)	1	2000 Gallons
ARFF-OIL/WATER SEPARATOR (ARFF Bldg. #137)	1	275 Gallons
FIELD LT. VT (Airfield)	1	1000 Gallons
MAT SNO (Marine Air Terminal A)	1	4000 Gallons
BUILDING #23-HPWPS-3, HPWPS-4 HPWPS-5	3	500 Gallons (each)

12. SCOPE OF WORK

This section details the Contractor’s minimum responsibilities for performing compliance, maintenance and servicing tasks for environmental regulatory compliance requirements for Petroleum Bulk Underground/Aboveground Storage Tank systems and the maintenance requirements for the PBS-UST/AST monitoring systems. The task descriptions herein identifies the nature of the tasks required to be performed by the Contractor and the frequency of service required for each. The Contractor shall be responsible for performing these tasks in accordance with the regulations defined in the New York State Department of Environmental Conservation (NYSDEC) 6 NYCRR Part 613 and the manufacturer’s recommendations.

I. TANK ID's: BUILDING #84 - T6; BUILDING #137-ARFF-1, ARFF-O/W SEPARATOR; PARKING LOT 4 (AST), (AST) (DAY TANK)

Monitoring System (3 Units) - Pneumercator TMS 2000 Leak and Level Panel (Item A on the Pricing Sheet)

Task Description	Frequency of Service
1. Run keypad self-diagnostic command.	Every 30 calendar days
2. Check printer for paper and ink and replace as necessary.	Every 30 calendar days
3. Print out of check system inventory and verify actual inventory.	Every 30 calendar days
4. Visually inspect level sensor, interstitial sensor, piping sensor and all cables for signs of cracking or damage and perform minor repairs as necessary.	Quarterly
5. Verify battery back up in Console is working.	Annually
6. Test Sensors. If an actual leak occurs after corrective action, sensors should be cleaned, inspected, reinstalled and recalibrated.	Annually

II. TANK ID's: BUILDING # 23 - HPWPS (HPWPS-3, HPWPS-4 HPWPS-5); BUILDING #30 -PEG EME GEN, PEG O/W SEP

Monitoring System (3 Units) - Pneumercator TMS 3000 Leak and Level Panel (Item B on the Pricing Sheet)

Task Description	Frequency of Service
1. Run keypad self-diagnostic command.	Every 30 calendar days
2. Check printer for paper and ink and replace as necessary.	Every 30 calendar days
3. Print out of check system inventory and verify actual inventory.	Every 30 calendar days
4. Visually inspect level sensor, interstitial sensor, piping sensor and all cables for signs of cracking or damage and perform minor repairs as necessary	Quarterly
5. Verify battery back up in Console is working.	Annually
6. Test Sensors. If an actual leak occurs after corrective action, sensors should be cleaned, inspected, reinstalled and recalibrated.	Annually

III. TANK ID #s: FIELD LT. VT (AIRFIELD) and MAT SNO (MARINE AIR TERMINAL A)

Monitoring System (2 Units) - Veeder-Root TLS 350 Leak and Level Panel (Item C on the Pricing Sheet)

Task Description	Frequency of Service
1. Run keypad self-diagnostic command.	Every 30 calendar days
2. Check printer for paper and ink and replace as necessary.	Every 30 calendar days
3. Print out of check system inventory and verify actual inventory.	Every 30 calendar days
4. Visually inspect level sensor, interstitial sensor, piping sensor and all cables for signs of cracking or damage and perform minor repairs as necessary.	Quarterly
5. Verify battery back up in Console is working.	Annually
6. Test Sensors. If an actual leak occurs after corrective action, sensors should be cleaned, inspected, reinstalled and recalibrated.	Annually

- The Contractor shall be responsible for immediately reporting to the Facility Representative equipment that is defective or in need of repair. The information provided shall include the building and tank number, equipment in question and nature of any problem(s). All deficiencies identified will be reported during the monthly field inspection to either the Environmental Supervisor or the Environmental Manager at 718-533-3531 or 718-533-3532.
- Upon the Contractor’s arrival at the Facility, Port Authority staff will open the sumps for the Contractor so the Contractor can perform the required tasks. Port Authority staff will close the sumps upon completion of the Contractor’s services.
- All Work shall be scheduled at least one (1) week in advance with the Manager and such schedule shall be subject to the Manager’s approval. Compensation for Work will be in accordance with the unit prices inserted by the Contractor in the Pricing Sheets
- All services performed under this Contract shall be carried out between the hours of 7:00 A.M. to 2:30 P.M., Monday through Friday, excluding Holidays, except emergency services, which shall be made available twenty-four (24) hours per day, seven (7) days per week, including Holidays. It is estimated but not guaranteed that emergency services will be required on not more than five (5) occasions under this Contract. Compensation for emergency service will be in accordance with the unit prices inserted by the Contractor in the Pricing Sheets for “Emergency Service”.
- The Contractor shall provide printed records of all completed tasks with supporting documentation to the Facility Representatives at the conclusion of each service visit. This record should include at minimum the date of service, the tasks performed and the systems

on which they were performed. The format of the printed record shall be developed by the Contractor and submitted, within seven (7) days after commencement of the Contract, to the Facility Representative for approval.

- At the commencement of this Contract, the Contractor shall provide the Facility Representatives with contact information such as telephone numbers and cell phone numbers for the Contractor's personnel performing the scheduled and emergency services under this Contract and provide updates to this information as necessary as soon as possible upon any change to these telephone numbers.
- The Facility Representatives for this Contract are Michael Parletta, James Southard and Dino Capric.

13. MINOR REPAIRS PERFORMED BY THE CONTRACTOR

The Contractor shall be required to perform minor repairs as necessary in carrying out the services listed in Section 12, Task Description No. 4. Minor repairs include wire splicing, changing light bulbs, changing the speaker, troubleshooting and reprogramming information on the Tank Monitoring Systems; cleaning the tank sensors; tightening the wires on the IC Board; cleaning wire connections from moisture in order to clear alarms; making necessary adjustments on sensors and probes and/or programming the system; and resealing all covers. The Port Authority intends to provide the speakers, bulbs, sensors, probes, etc. to the Contractor if available. If the Port Authority cannot provide them, the Contractor will be responsible for acquiring the materials. Compensation for these purchases will be in accordance with the percentage inserted by the Contractor in the Pricing Sheets entitled "Compensation for Parts, Materials and/or Components.

14. REPLACEMENT OF MATERIALS, PARTS, AND/OR COMPONENTS

If and when it becomes necessary for the Contractor to purchase replacement Parts, Materials and/or Components during the performance of minor repair services under this Contract, the Contractor shall first submit to the Facility Representative for approval within Twenty-four (24) hours from the visit, the name of the item required, the part number(s) thereof, the quantity needed. The Facility Representative shall have the option of a) approving same, or b) supplying said material, parts and/or components to the Contractor itself provided such material, parts and/or components is of equal or higher quality to that proposed by the Contractor. Compensation will be in accordance with the percentage inserted by the Contractor in the Pricing Sheets entitled "Compensation for Parts, Material and/or Components".

15. INSURANCE PROCURED BY THE CONTRACTOR

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

contractual liability language covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering any autos in the following minimum limits:

Commercial General Liability Insurance - \$ 2 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 2 million combined single limit per accident for bodily injury and property damage liability.

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

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

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

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

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

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

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

The Contractor, its subcontractors, and its insurers shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any

statutes respecting suits against the Port Authority.

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

Each policy above shall contain an endorsement that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority Att: Facility Contract Administrator, at the location where the work will take place with a copy to the General Manager, Risk Finance.

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

Within five (5) days after the award of this Contract and prior to the start of work, the Contractor must submit an original certificate of insurance to the Port Authority Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), including, but not limited to, the cancellation notice endorsement and stating the contract number prior to the start of work. The Contractor is also responsible for maintaining and conforming to all insurance requirements from the additional insureds and their successors or assigns. The General Manager, Risk Finance must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Finance, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then the Contractor and all subcontractors shall suspend performance of the Contract at the premises until a satisfactory insurance policy (ies) and certificate of insurance is provided to and approved by Risk Finance, unless the Facility or Project Manager directs the Contractor, in writing, to continue to performing work under the Contract. If the Contract is so suspended, no extension of time shall be due on account thereof.

Renewal certificates of insurance or policies shall be delivered to the Port Authority Facility Contractor Administrator, and upon request from the additional insureds, their successors or assigns at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy and provide same to the Port Authority.

Failure by the Contractor to meet any of the insurance requirements, including the requirement that the Port Authority be afforded the full extent of the insurance obtained under this Contract

without limitation, shall be deemed a material breach of contract and may be a basis for termination of this Contract by the Port Authority.

The requirements for insurance procured by the Contractor and subcontractor(s) shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this Contract. The insurance requirements are not a representation by the Port Authority as to the adequacy of the insurance necessary to protect the Contractor against the obligations imposed on it by law or by this or any other contract.
(CITS# 5312N)

Bidder's Pricing Sheet - Bid #49676- Inspect and Maintain Leak and Level Monitoring Systems for Petroleum Bulk Underground Storage Tanks (PBS-UST/AST) at LaGuardia Airport

Item	YEAR 1					
	Unit Price	Quantity	Frequency			Total
A) Pneumercator TMS 2000 Leak and Level Panel						
Monthly Services:						
1. Run keypad self diagnostic command						
2. Check Printer for Paper and Ink Cartridge and replace as necessary.						
3. Print out of check system Inventory and verify actual inventory.	\$	X	3	X	12	= \$
Quarterly Services:						
4. Visually Inspect Level sensor, interstitial sensor, piping sensor and all cables for signs of damage and perform minor repairs as necessary.	\$	X	3	X	4	= \$
Annual Services:						
5. Verify battery back up in Console is working						
6. Test Sensors. If an actual leak occurs after corrective action, sensors should be cleaned, inspected, reinstalled and recalibrated.	\$	x	3	x	1	= \$
B) Pneumercator TMS 3000 Leak and Level Panel						
Monthly Services:						
1. Run keypad self diagnostic command						
2. Check Printer for Paper and Ink Cartridge and replace as necessary.						
3. Print out of check system Inventory and verify actual inventory.	\$	X	3	X	12	= \$
Quarterly Services:						
4. Visually Inspect Level sensor, interstitial sensor, piping sensor and all cables for signs of damage and perform minor repairs as necessary.	\$	X	3	X	4	= \$
Annual Services:						
5. Verify battery back up in Console is working						
6. Test Sensors. If an actual leak occurs after corrective action, sensors should be cleaned, inspected, reinstalled and recalibrated.	\$	x	3	x	1	= \$
C) Veeder-Root TLS 350 Leak and Level Panel						
Monthly Services:						
1. Run keypad self diagnostic command						
2. Check Printer for Paper and Ink Cartridge and replace as necessary						
3. Print out of check system Inventory and verify	\$	X	2	X	12	= \$
Quarterly Services:						
4. Visually Inspect Level sensor, interstitial sensor, piping sensor and all cables for signs of damage and perform minor repairs as necessary	\$	X	2	X	4	= \$
Annual Services:						
5. Verify battery back up in Console is working						
6. Test Sensors. If an actual leak occurs after corrective action, sensors should be cleaned, inspected, reinstalled and recalibrated.	\$	X	2	X	1	= \$

Total Price, Year 1 \$ _____

Bidder's Pricing Sheet - Bid #49676 - Inspect and Maintain Leak and Level Monitoring Systems for Petroleum Bulk Underground Storage Tanks (PBS-UST/AST) at LaGuardia Airport

Item	YEAR 2					Total
	Unit Price	Quantity	Frequency			
A) Pneumercator TMS 2000 Leak and Level Panel						
Monthly Services:						
1. Run keypad self diagnostic command						
2. Check Printer for Paper and Ink Cartridge and replace as necessary.						
3. Print out of check system Inventory and verify actual inventory.	\$	X	3	X	12	= \$
Quarterly Services:						
4. Visually Inspect Level sensor, interstitial sensor, piping sensor and all cables for signs of damage and perform minor repairs as necessary	\$	X	3	X	4	= \$
Annual Services:						
5. Verify battery back up in Console is working						
6. Test Sensors. If an actual leak occurs after corrective action, sensors should be cleaned, inspected, reinstalled and recalibrated.	\$	x	3	x	1	= \$
B) Pneumercator TMS 3000 Leak and Level Panel						
Monthly Services:						
1. Run keypad self diagnostic command						
2. Check Printer for Paper and Ink Cartridge and replace as necessary						
3. Print out of check system Inventory and verify actual inventory.	\$	X	3	X	12	= \$
Quarterly Services:						
4. Visually Inspect Level sensor, interstitial sensor, piping sensor and all cables for signs of damage and perform minor repairs as necessary	\$	X	3	X	4	= \$
Annual Services:						
5. Verify battery back up in Console is working						
6. Test Sensors. If an actual leak occurs after corrective action, sensors should be cleaned, inspected, reinstalled and recalibrated.	\$	x	3	x	1	= \$
C) Veeder-Root TLS 350 Leak and Level Panel						
Monthly Services:						
1. Run keypad self diagnostic command						
2. Check Printer for Paper and Ink Cartridge and replace as necessary.						
3. Print out of check system Inventory and verify	\$	X	2	X	12	= \$
Quarterly Services:						
4. Visually Inspect Level sensor, interstitial sensor, piping sensor and all cables for signs of damage and perform minor repairs as necessary.	\$	X	2	X	4	= \$
Annual Services:						
5. Verify battery back up in Console is working						
6. Test Sensors. If an actual leak occurs after corrective action, sensors should be cleaned, inspected, reinstalled and recalibrated.	\$	X	2	X	1	= \$

Total Price, Year 2 \$ _____

Bidder's Pricing Sheet - Bid #49676 - Inspect and Maintain Leak and Level Monitoring Systems for Petroleum Bulk Underground Storage Tanks (PBS-UST/AST) at LaGuardia Airport

Item	YEAR 3					
	Unit Price	Quantity	Frequency	Total		
A) Pneumercator TMS 2000 Leak and Level Panel						
Monthly Services:						
1. Run keypad self diagnostic command						
2. Check Printer for Paper and Ink Cartridge and replace as necessary.						
3. Print out of check system Inventory and verify actual inventory.	\$	X	3	X	12	= \$
Quarterly Services:						
4. Visually Inspect Level sensor, interstitial sensor, piping sensor and all cables, for signs of damage and perform minor repairs as necessary.	\$	X	3	X	4	= \$
Annual Services:						
5. Verify battery back up in Console is working						
6. Test Sensors. If an actual leak occurs after corrective action, sensors should be cleaned, inspected, reinstalled and recalibrated.	\$	x	3	x	1	= \$
B) Pneumercator TMS 3000 Leak and Level Panel						
Monthly Services:						
1. Run keypad self diagnostic command						
2. Check Printer for Paper and Ink Cartridge and replace as necessary.						
3. Print out of check system Inventory and verify actual inventory.	\$	X	3	X	12	= \$
Quarterly Services:						
4. Visually Inspect Level sensor, interstitial sensor, piping sensor and all cables for signs of damage and perform minor repairs as necessary.	\$	X	3	X	4	= \$
Annual Services:						
5. Verify battery back up in Console is working						
6. Test Sensors. If an actual leak occurs after corrective action, sensors should be cleaned, inspected, reinstalled and recalibrated.	\$	x	3	x	1	= \$
C) Veeder-Root TLS 350 Leak and Level Panel						
Monthly Services:						
1. Run keypad self diagnostic command						
2. Check Printer for Paper and Ink Cartridge and replace as necessary						
3. Print out of check system Inventory and verify	\$	X	2	X	12	= \$
Quarterly Services:						
4. Visually Inspect Level sensor, interstitial sensor, piping sensor and all cables for signs of damage and perform minor repairs as necessary	\$	X	2	X	4	= \$
Annual Services:						
5. Verify battery back up in Console is working						
6. Test Sensors. If an actual leak occurs after corrective action, sensors should be cleaned, inspected, reinstalled and recalibrated.	\$	X	2	X	1	= \$

Total Price, Year 3 \$ _____

Bidder's Pricing Sheet - Bid #49676 - Inspect and Maintain Leak and Level Monitoring Systems for Petroleum Bulk Underground Storage Tanks (PBS-UST/AST) at LaGuardia Airport

Emergency Service

Estimated No. of Hours, Three Years	X	Unit Price Per Hour	=	Total Estimated Three (3) Year Price - Emergency Service
15	X	\$ _____	=	\$ _____

Bid #49676 Inspect and Maintain Leak and Level Monitoring Systems for Petroleum Bulk Underground Storage Tanks (PBS-UST/AST) at LaGuardia Airport - Three Year Contract

COMPENSATION FOR PARTS, MATERIALS AND/OR COMPONENTS

Bidder shall insert a percentage and this percentage shall be firm for three (3) year term of the Contract and any Extension Period, if exercised.

Three (3) Year Estimated Amount	Contractor's Percentage Mark-up/Mark-down	Estimated Net Total for Three (3) Years
\$5,000	X +/- _____ % = \$ _____	+ \$5,000 = \$ _____

PRICING SUMMARY SHEET

BID NO. 49676 – INSPECT AND MAINTAIN LEAK AND LEVEL MONITORING SYSTEMS FOR PETROLEUM BULK UNDERGROUND/ABOVEGROUND STORAGE TANKS ((PBS-UST/AST) AT LAGUARDIA AIRPORT – THREE-YEAR CONTRACT

A. Total Price – Year One	\$
B. Total Price – Year Two	\$
C. Total Price – Year Three	\$
D. Total Price – Emergency Service	\$
E. Total Price – Compensation for Parts, Materials and/or Components	\$
Total Three (3) Year Contract Price	\$ _____ (A + B + C +D +E)

Bidding Company Name: _____