

REQUEST FOR QUOTATION

Vendor No. Contact person/Telephone/Email Erica Brown/212-435-4606/enbrown@panynj.gov	Collective# / Bid Due Date 50459 / 08/14/2017 Bids must be received no later than 11:00 AM on the above Bid Due Date. Deliver Goods/Services To:
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Quantity	Description	Unit Price	Total
	Dry Ice - Solid and Pellet Form - PATH One (1) Year Requirements Contract. One (1) Year Requirements Contract for the Supply and Delivery of Dry Ice - Solid and Pellet Form on an as needed basis. Contract to commence on or about 10/10/17. The attached PATH Specifications is included and is to be made part of this solicitation. Please read all terms and conditions before bidding. There are no guarantees as to the quantities, if any, that may actually be ordered. Deliver to various New Jersey warehouse facilities. Contract Administrator: Joseph Gerbasio Contract Delivery Terms: WITHIN TWO (2) CALENDAR DAYS A.R.O. **PLEASE QUOTE FULLY DELIVERED PRICES FIRM FOR ONE(1)YEAR** In addition to signing this RFQ, please print the name of the authorized signatory: _____ 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 by the day before the 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 _____

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 TRANS-HUDSON CORPORATION opens this proposal.

Signed _____ Date _____
 Firm Name _____

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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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	<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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	http://www.panynj.gov/business-opportunities/bid-proposaladv-ertisements.html and download any addenda that might have been issued in connection with this solicitation.		
120 EA	Dry Ice Solid Form Dry Ice Solid Form (CO2) Solid Form Container Size: 650 Pounds Cut Block Size: 6" x 6" x 12" OR 5" x 12" OR 5" x 5" x 10" Estimated Number of Containers One Year: 120 Delivery to: Harrison Facility		
300 EA	Dry Ice Pellet Form Dry Ice (CO2) Pellet Form Container Size: 550 Pounds Cut Block Size: N/A Estimated Number of Containers One Year: 300 Delivery to Jersey City and Harrison Facility		
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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.

**Supply and Delivery of Dry Ice (CO₂)
To PATH Corporation**

Car Equipment Division

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PATH Corporation
Specifications for Supply and Delivery of Dry Ice (CO2).

GENERAL

These specifications cover the requirements for a one (1) year Contract for the supply and delivery of dry ice (CO2) in the form of both pellets and solid on an on-call basis.

CONTRACT ADMINISTRATOR

The Contract Administrator for this Contract is Joseph Gerbasio.

WORK REQUIRED BY THE SPECIFICATIONS

The Contractor shall supply and deliver dry ice (CO2) on an on-call basis in both pellet and solid form, in a sealed container(s) and pickup the empty container(s).

Deliveries shall be made within two (2) business days of the Contract Administrator's call to the Contractor. The Contractor shall pickup the empty container(s) at the time of delivery.

Delivery and pickups are to be performed at the following PATH's Facilities:

Dry Ice, Solid and Pellet Form:

Harrison Car Maintenance Facility,
Foot of Cape May Street,
Harrison, NJ 07029

Hours of Operation: 6:30 am – 2:00 pm
Contact: Joseph Gerbasio (973-350-3944)

Dry Ice, Pellet Form Only:

120 Academy Street
Running Repair Shop
Jersey City, NJ 07306

Hours of Operation: 7:00 am – 2:30 pm (closed 11:30 am – 12:00 pm)
Contact: Joseph Forbes (201-216 6363, or 201-216-6339)

The Contractor shall possess equipment capable of meeting the requirements of this Contract. No subcontracting shall be allowed.

PATH shall have the right to inspect the quality of the product supplied and stop delivery at any time if not satisfied with the standard of the product.

PATH STOCKROOM REQUIREMENT CONTRACT

INFORMATION FOR BIDDERS

1. AWARD METHOD

AWARD TO SINGLE BIDDER:

It is the intent of the Port Authority to award this Bid to one Bidder based on the total estimated delivered price for all items. 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. The Port Authority reserves the unqualified right to recalculate any and all extensions set forth by the Bidder. In the event there is a discrepancy between any unit price listed and the "Estimated Total Price" or the "Total Estimated Contract Price," the Bidder's unit price, shall prevail.

3. ACCEPTABLE PRODUCTS

This Contract may call for specific brands that have been deemed acceptable for the purpose intended. The Bidder may however, offer alternate products other than those listed hereunder. In the event the Bidder offers alternate products, the Bidder may be requested, at its own expense, to submit a sample of the proposed alternate along with a copy of the specifications for the sample being submitted. All samples shall become the property of the Port Authority upon submittal, and all samples submitted to the Port Authority for evaluation shall be delivered within seven (7) days of request. Failure by the Bidder to deliver samples within the required period may result in the rejection of the bid. All samples submitted by the Bidder will be evaluated by the Port Authority/PATH and the Port Authority/PATH will make the final determination as to whether or not the alternate product is acceptable. Samples of proposed alternate products shall be sent separately from the Bid. The package containing samples should clearly indicate the following: 1) the Bidder's name and address 2) the Quotation number, 3) the Bid due date. Additionally, each item must be tagged with the Port Authority Material Stock Number and Bidder's name and address. Samples of proposed alternate products are to be sent to: The Port Authority of New York and New Jersey, One Madison Avenue, 7th Floor, New York, NY 10010. The Bidder must identify the specific manufacturer and / or model number they intend to supply for alternate products only. The Bidder shall bear all costs of evaluation, if any. Should the proposed alternate product be deemed not acceptable, the Bidder shall be obligated to provide one of the listed acceptable brands and/or manufacturer and model numbers at the original quoted price to maintain eligibility for contract award.

STANDARD TERMS AND CONDITIONS

1. GENERAL AGREEMENT

The Vendor agrees to furnish and deliver on an "as needed" basis to the Port Authority's stockrooms as set forth herein, the Authority's stockroom requirements for the items set forth in the "Request for Quotation" form, within the calendar days indicated in paragraph 4 below. The furnishing and delivery shall be at the prices quoted in the Request for Quotation. There shall be no minimum quantities or dollars per order. The contract term is one (1) year.

The dollar value of this requisition is for evaluation purposes only and there are no guarantees as to the actual amount, if any, that may be ordered. In full consideration for the performance of all duties and obligations hereunder, the Vendor agrees to accept from the Port Authority a compensation consisting of payment for the items or services supplied by the Vendor computed at the bid prices quoted in the attached Pricing Sheet. The "Unit Prices" quoted shall not exceed two decimal places. The Port Authority Trans Hudson Corporation (PATH) is a third party beneficiary of this agreement and may order its requirements for stockroom items upon the same terms and conditions by issuing a separate purchase order.

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 subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension 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. FACSIMILE EQUIPMENT

The Vendor shall have available a facsimile machine for receipt of releases via facsimile message from the Port Authority.

4. ADDITIONAL ITEMS

Additional related items may be added to this contract by the Manager, Purchasing Services Division. If the items on the contract were bid at a specified discount off list price, additional items, as determined by the Manager, Purchasing Services shall be priced at the same discount. Prices for items not covered by a discount off list price may be negotiated or bid by the Buyer, and added to the order if prices are deemed acceptable. The Port Authority shall not be obligated to add new items to the contract unless it is in the best interest of the Port Authority. All items to be added shall be set forth in a change order.

5. DELIVERY

- A. Delivery shall be, FOB delivered, to the Facilities listed in item 8, below. All deliveries shall be made between the hours of 7:00 a.m. and 2:30 p.m. unless otherwise noted in the specifications. The Vendor MUST follow instructions for the proper method of making deliveries. Failure to do so may result in delayed payments.
- B. Trucks making deliveries to the Harrison Car Maintenance Facility, Harrison, NJ must be standard loading dock height.
- C. Trucks making deliveries to 120 Academy Street, Jersey City, NJ must have a lift gate to lower container(s) to ground level or another means of lowering the container(s) to ground level, as this Facility does not have a loading dock. The Contractor shall be required to transport the container(s) from their truck into the Facility.
- D. All deliveries must be accompanied by an original packing slip, which shall always contain:
 - 1. The PATH Purchase Order
 - 2. The Stock Number (s)
 - 3. A description of each item
 - 4. The quantity shipped of each item
 - 5. The Vendor's packing slip/invoice number
- E. The Vendor shall not combine orders.
- F. In the event the Vendor receives more than one separate and distinct order for one Facility, the Vendor shall package each order individually though delivery is made to the same location simultaneously. Each separate order must be accompanied by its own packing slip/invoice containing all information numbered 1 through 5 in Paragraph A above.
- G. Shipping containers shall not contain loose and/or unmarked items.
- H. Unless otherwise provided, complete shipment of all items must be in one delivery. Only in extenuating circumstances, partial deliveries to Port Authority stockrooms will be accepted. When partial deliveries are made, the receiving stockroom must be notified as to when the balance of the order will be shipped.

6. DELIVERY CONDITIONS

Following a reasonable two (2) week set-up time after the initial award of the Contract, delivery of material should be within two (2) business days from receipt of notification from the Contract Administrator.

7. DELIVERY LOCATIONS AND RESTRICTIONS

The Contractor shall deliver the dry ice to the Facilities listed below within two (2) business days of the Contract Administrator's telephone order. The Contract Administrator shall advise the Contractor of the actual amount to deliver at time of order. All quantities are estimates, and there are no guarantees how much ice will be actually ordered under this Contract. The Contractor shall pickup the empty container(s) at the time of delivery.

a. 120 Academy Street, Jersey City, NJ

The Contractor shall deliver an estimated 500 pounds of pellet form of Dry Ice in one (1) container. Deliveries are estimated but not guaranteed at once per week.

b. Harrison Car Maintenance Facility (HCMF)

- The Contractor shall deliver an estimated 250 pounds of solid form of Dry Ice in one (1) container; deliveries are estimated but not guaranteed at every two weeks. The size requirement for the solid dry ice is 6" x 6" x 12 or 5" x 5" x 12" or 5" x 5" x 10."
- The Contractor shall deliver an estimated 500 pounds of the pellet form of Dry Ice in one (1) container; deliveries are estimated but not guaranteed at once a week.

8. LEGAL HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving Day
Independence Day	Christmas

9. SAFETY DATA SHEETS

When required by Federal, State or Local law, a Material Safety Data Sheet must be included with all deliveries.

10. 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.

11. BILLING

An invoice with a unique invoice number must be issued for all deliveries. The vendor must attach backup delivery receipts with Purchase Order number. Mail all invoices to: **The Port Authority of New York and New Jersey, Accounts Payable, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302.**

12. NON-PERFORMANCE OF VENDORS DUTIES RELETING CHARGES

If the Vendor fails to perform in accordance with the terms of this Contract, the Port Authority may obtain the goods or services from another Vendor and charge the seller the difference in price, if any, plus a reletting cost of \$100, plus any other damages to the Port Authority.

13. TERMINATION

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

14. CONFLICT OF TERMS AND CONDITIONS

In the event of any conflict between these "stockroom requirement contract terms and conditions" and the terms and conditions on the "Request for Quotation" form, these standard terms and conditions shall prevail.

15. PURCHASE BY OTHER GOVERNMENT AGENCIES

Upon such request, vendors who are awarded contracts are encouraged to extend the terms and conditions of these contracts under separate agreement, to other government and quasi-governmental entities.

16. INSURANCE PROCURED BY THE VENDOR

CITS #5351N

The Vendor, and all of its vendors, contractors, and 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 01413 or its equivalent covering the obligations assumed by the Vendor under this Contract, including, but not limited to, premises-operations, products and completed operations, and independent contractors coverage, with contractual liability language covering the obligations assumed by the Vendor with insurance covering against claims for injuries to persons or damages to property which may arise from or in

Bid No. 50459 Page 8 of 12

connection with products and materials supplied to the Agency 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 any autos in the following minimum limits:

Commercial General Liability Insurance - **\$5 million** combined single limit per occurrence basis and in the annual aggregate, which aggregate shall apply separately to this Contract, for bodily injury and property damage liability.

Automobile Liability Insurance - **\$5 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;
- Premises-Operations, Products and Completed Operations Liability Insurance;
- The insurance coverage (including primary, excess and/or umbrella) hereinafter afforded by the Vendor 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 policies;
- Excess/umbrella policies shall have a liberalization clause with drop down provision;
- Coverage for explosion, collapse and underground property damage (XCU);
- To the extent any coverage the Vendor 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 Vendor and/or its subcontractor(s) obtains and/or maintains broader coverage and/or 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 claims 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 & New Jersey, the Port Authority Trans-Hudson Corporation, and its related entities, their Commissioners, Directors, Superintendents, officers, partners, employees, agents, their affiliates, successors or assigns” 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) on its liabilities policies with respect to liability arising out of work or operations performed by or on behalf of the Vendor including, but not limited to, materials, parts or equipment furnished in connection

with such work or operations. 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 premises-operations, products-completed operations of 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 conditions 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 Vendor 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 Vendor 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.

Any self-insured retention shall cover any liability imposed upon the Vendor and any and all subsidiaries with respect to all operations and obligations assumed by the Vendor and any and all subsidiaries. The undersigned represents that such program provides the Additional Insureds (as defined in the CONTRACT) with all rights, immunities and protections that would be provided by traditional independent insurance required under the Contract, including, but not limited to, the defense obligations that insurers are required to undertake in liability policies pursuant to the terms of the Contract.

If any of the Work is to be done on or at Port Authority facilities by the subcontractors and, if the Vendor requires its subcontractor(s) to procure and maintain such insurance in the name of the Vendor, 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 Vendor”.

All insurance coverage shall be provided by the Vendor and/or by or for any of its subcontractor(s) at no additional expense to the Port Authority and its related entities. A copy of this section titled “Insurance Procured by the Vendor” shall be given to your insurance agent and subcontractor(s) and shall form a part of the covered contract for insurance purposes in furtherance of the insurance requirements of this Contract.

Further, it is the Vendor’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 requirement. All certificates of insurance shall be turned over to the Port Authority prior to the start of work, and upon completion of the Contract.

The Liability policies shall be endorsed as follows:

“The Vendor, its subcontractors, and its 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 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 each accident. Such policy shall include a waiver of subrogation endorsement in the benefit of the additional insureds.

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

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 result in an additional premium, the General Manager, Risk Financing for the Port Authority may consider such cost as an out-of-pocket expense.

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

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, the Vendor 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 Vendor, 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 Vendor shall promptly obtain a new and satisfactory certificate and policy and provide same to the Port Authority.

Failure by the Vendor 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 Vendor 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 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#5351N]*

