



REQUEST FOR QUOTATION

<p>Vendor:</p> <p>Contact person/Telephone/Email Jasmine Green/212-435-4654/jrgreen@panynj.gov</p>	<p>Bid # / Bid Due Date 52218 / 02/21/2018 Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To: Please refer to the List of Designated Port Authority Delivery Locations.</p>
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Quantity	Description	Unit Price	Total
	<p>Re- Bid: Sliding Chassis and Equipment Rental - Two (2) Year Requirements Contract</p> <p>Supply and Deliver Sliding Chassis and Equipment Rentals on an as needed basis. Contract to commence on or about 3/1/2018 to 02/29/2020, with two (2) one (1) year options and a one hundred and twenty (120) day Extension Period.</p> <p>Contract Administrator: Sal D'Angelo</p> <p>Attachments: "Contract for the Rental of Sliding Chassis and Equipment" to be made part of this contract. BE SURE TO FULLY REVIEW THE ATTACHMENT AS THERE HAS BEEN CHANGES TO THE REQUIREMENTS AND SPECIFICATIONS.</p> <p>Delivery: Please refer to the "Contract for the Rental of Sliding Chassis and Equipment" page 19, entitled List of Designated Port Authority Delivery Locations.</p> <p>Requirements Contract:</p> <p>This is not to be considered an order for delivery, but merely, upon issuance, vendor shall be bound to honor requests from the facilities for the materials shown for two (2) year period, commencing on date of award. Quantities shown are for bid evaluation only and constitute no guarantee what quantity, if</p>		
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS	Total Delivered Price

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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.

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.

Signed _____

Firm Name _____

Telephone number _____ Date _____

Fax Number _____

Federal Taxpayer ID _____

**Bidder
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In
Two
Places**

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	<p>any, may actually be called for.</p> <p>A price preference of 10% is available for the NY/NJ Minority and Women Business Enterprises (MWBE) or 5% for NY/NJ Small Business Enterprises (SBE) certified by the Port Authority of New York and New Jersey by the day before bid opening for awards not exceeding \$1,000,000. My firm was certified as _____ on _____.</p> <p>Please read all bid instructions and terms and conditions prior to preparing your bid.</p> <p>ALL QUESTIONS ARE DUE BY 2/14/18 AND WILL BE ANSWERED VIA ADDENDUM.</p> <p>*****</p> <p>Seller's attention is directed to the Port Authority's "Code of Ethics for Port Authority Vendors" (the "Code"). Vendors must certify in writing that they will comply with every aspect of this Code. The seller should submit an executed Compliance Certification with their Quotation. The Compliance Certification, once executed, will be a material and integral part of any agreement resulting from this solicitation. The Code and the Compliance Certification can be found on the Port Authority's website at https://www.panynj.gov/business-opportunities/become-vendor.html. An executed Compliance Certification should be submitted with the seller's quote. Violations of the law or of the Code may subject a Vendor or a Vendor's Employees to civil or criminal penalties. In addition, in the case of violation of any provision of the law or the Code, the Port Authority may</p>		
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	<p>pursue any available remedy, including, but not limited to, determining that a Vendor is in material breach of its contract and/or that, in the future, the Port Authority will have no further commercial dealings with the Vendor.</p> <p>*****</p> <p>The Port Authority of New York and New Jersey (Port Authority), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>Additionally, all bidders (including proposers, and respondents, as applicable) are notified that the Port Authority will ensure that, with respect to any contract/agreement entered into pursuant to this advertisement, disadvantaged business enterprises, minority business enterprises and woman-owned business enterprises, as applicable, will be afforded full and fair opportunity to submit bids, proposals and responses, as applicable, in response to this invitation, and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p>		
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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 & 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.		
	Chassis' for Containers The item covers the following services: Chassis' for Containers Please enter total from Pricing Page.		
	PLEASE QUOTE FULLY DELIVERED PRICES		
	PAYMENT TERMS		
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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.

**Contract for the Rental of
Sliding Chassis and Equipment**

PART I - CONTRACT DESCRIPTION

- GENERAL AGREEMENT

PART II - SPECIFICATIONS

- UNIT SPECIFICATIONS

PART III - PRICING SHEET

- PRICE PAGES

PART I - CONTRACT DESCRIPTION

1. GENERAL AGREEMENT

This is a two (2) year Requirements Contract with the option to extend the Contract for two (2) additional one (1) year consecutive periods, to supply rentals for Sliding Chassis' and equipment for use at the Port Authority's facilities to carry 20' containers. The estimated maximum number of Chassis' to be rented at any given time is Twenty (20). The Port Authority does not guarantee the actual number of Chassis' that will be required during the term of this contract. This estimated quantity and frequency of rentals are for bid evaluation purposes only.

Category	Description	Estimated Quantity*
I	Slider Chassis'	20

***Estimated maximum number of units needed at any one time**

2. DURATION

The term of this Contract shall be a Two (2) Year Requirements Contract. Termination of this contract shall be in accordance with the terms set forth in this agreement. The Port Authority shall have the option to extend this Contract for up to two (2) consecutive additional one (1) year periods. The Port Authority shall also have the option to extend this contract for a one hundred and twenty (120) day Extension Period Should the Port Authority elect to exercise the option, it shall notify the Vendor in writing at least thirty (30) days prior to the expiration date of the contract, and, if applicable, the extension period thereafter. Pricing shall remain firm during the Option and/or Extension Period(s). The first option shall begin on the day after the anniversary of the one-year term and the second options shall begin on the day after the anniversary of the first option. Termination of this contract shall be in accordance with the terms set forth in this agreement.

3. DELIVERY OF RENTAL UNITS

The Vendor shall provide delivery of the requested rental equipment within 72 hours from telephone notification to the Vendor by authorized Port Authority personnel. **If the chassis' are within the Port District, the Port Authority will pick up so as not to incur delivery and pick up charges.** Unless otherwise specified at the time of order, all equipment shall be delivered to a designated Port Authority location (See the page with Port Authority Facility locations and addresses at the end of the Contract). Failure to deliver the ordered equipment within 72 hours from notification may be considered a breach of this contract and the Vendor may be held liable for all costs associated with procuring an equivalent replacement piece of equipment from another Vendor. The Port Authority may also liquidate damages at \$50.00 per day from the total amount due on the next invoicing until the equipment is delivered.

Delivery of all units shall be "on the ground" with the unit fully assembled, serviced, fueled and ready for operation. The Port Authority will not, under any circumstances, provide staff or equipment to assist in loading, unloading or assembly of the rental unit.

4. REMOVAL OF RENTAL UNITS

The Vendor shall be responsible for the removal of each rental unit at the end of the rental period within 48 hours from notification by authorized Port Authority personnel. Notification shall be via telephone, email or fax to the Vendor. The Vendor shall notify the Contract Administrator, in writing, of any and all rental units that are removed. The Port Authority shall have the right to deduct storage fees of \$50.00 per day from the total amount due on the next invoicing for any equipment left after this 48-hour period. If the Vendor replaced a vehicle, vehicle part, or equipment, then the Vendor must notify the Contract Administrator, in writing within forty-eight (48) hours.

5. ACCEPTANCE AND RETURN

The Port Authority reserves the right to reject a unit that does not meet the specifications listed under **Part II, Specifications**, or is deemed unsafe by the Port Authority. If the Port Authority does not accept delivery of a unit for any of the above referenced reasons, the Vendor shall be responsible for the removal of the unit, including any costs associated with the delivery and pickup of the rejected unit. The Vendor shall then replace the rejected unit with a unit meeting the specifications and safety requirements set forth by the Port Authority as delineated in **Part I, Section 13 – SAFETY** and **Part II, SPECIFICATIONS**.

The replacement unit shall be delivered to the Port Authority within 24 hours of the first delivery. If the Vendor cannot provide a unit in the time specified, the Port Authority reserves the right to seek an alternate source of supply. The Port Authority also reserves the right to assess damages as follows; The Vendor may be held liable for all costs associated with procuring an equivalent replacement rental unit from another Vendor. In addition, the Port Authority may also liquidate damages at \$50.00 per day from the contract compensation until the requested equipment is delivered to the Port Authority.

The Vendor shall provide a comprehensive check-list/acceptance sheet for the rental unit at the time of delivery. The Vendor and a Contract Administrator or Facility Representative, upon inspection of the unit, shall sign for the condition of the unit at the time and date of delivery, listing all damage or missing items from the unit. A Contract Administrator or Facility Representative may take pictures of the unit at delivery and/or pickup times. The Vendor must record the name, employee number, signature of the individual accepting the unit, the date, time and location of the delivery. The Vendor shall also supply the Contract Administrator or Facility Representative with the following information: serial number, property number, or other discrete identifier of the rental unit delivered. A copy of this delivery acceptance sheet shall be provided to the Contract Administrator or Facility Representative immediately.

The Vendor shall provide a copy of the same check-list/acceptance-sheet at the time the unit is picked up by the Vendor. The Vendor's representative and a Contract Administrator or Facility Representative shall sign for the condition of the unit at time of return. A copy of this pick-up acceptance sheet shall be provided to the Contract Administrator or Facility Representative immediately.

Failure to provide a copy of the check-list/acceptance sheet to a Contract Administrator or Facility Representative will make null and void any claims by the Vendor for damage to the rental unit. Also claims for damage or missing item(s) not indicated on the signed check-list/acceptance sheets clearly indicating the damage or missing item(s) at the time of pick up will not be considered. The Vendor may use standard printed comprehensive check-list/acceptance-sheets, however, the language contained in this contract supersedes any terms, conditions, or other statements or language printed on the Vendors form.

6. DISCLAIMER

Estimated usage, quantities and/or duration of rentals are for bid evaluation purposes only and do not guarantee what quantity, if any, may be rented from the Vendor.

7. FUELING

The vehicle/equipment, where applicable, must be supplied with a full tank of fuel upon delivery. The Port Authority will not guarantee nor be responsible or charged for any fuel on rental units returned to the Vendor with low fuel levels.

8. LICENSE PLATES

Where applicable, all units must be delivered with valid License Plates for use on public roads if necessary as deemed by the State of New York or New Jersey. The Port Authority will accept units with other states License Plates for this procurement.

9. TRANSMISSIONS

All units shall be equipped with fully Automatic Transmissions. The Port Authority will not accept standard shift transmissions.

10. TERMINATION

The Authority reserves the right to cancel this contract without cause, at no cost or penalty to the Port Authority, upon written notice to the Vendor. In the event of such a cancellation written notice will be provided to the Vendor ten (10) days prior to the effective date of the cancellation of such contract.

11. PAYMENT

The Vendor shall be paid only for rentals properly authorized and actually delivered and thereafter accepted by the Manager, or his authorized representative, in accordance with the terms and conditions set forth in this specification.

The Port Authority's standard terms of payment are net thirty (30) days upon completion of the rental month and the receiving of a currently dated invoice. Port Authority shall review any invoice bearing dates other than the current month to determine if charges are

substantiated. If for any reason these invoices cannot be substantiated, the invoice will be returned unpaid to the Vendor.

Invoices will be reviewed by Port Authority personnel to verify that the charges conform to the rates quoted by the Vendor herein.

ALL invoices provided MUST include ALL of the following information for each piece of equipment rented to the Port Authority:

- Make, model number and year of manufacture of the rented unit.
- Serial or VIN number of the rented unit, as well as license plate for all rental units with license plates, of the rental unit
- Automotive Request Number (RQ#). RQ#'s is provided to the Vendor at the time the rental order is placed along with the first name, last name and the phone number of the Contract Administrator or Facility Representative who requested the unit. Invoices that do not reference an RQ# will be returned to the Vendor unpaid.
- Port Authority Purchase Order number.
- Rental charge period. Start and end date of each rental month.
- Copies of both of the signed delivery and pickup comprehensive check-list/acceptance-sheets with the first invoice for newly rented equipment and last invoice for the returned rented equipment respectively.
- Detailed information on any charges for damage, or missing parts. For damage the Port Authority requires pictures and a written estimate from an independent estimator. (Note: All damage claims must be submitted with the last rental invoice. Claims made after the rental invoice has been submitted to and paid for by the Port Authority will not be honored.)

The Vendor shall send all invoices and any correspondence regarding rentals to:

Port Authority of NY & NJ
Central Automotive Division
241 Erie Street, Room 307
Jersey City, NJ 07310-1397
Attention: Rental Coordinator

12. AUDIT

For the duration of this agreement and for a period of two (2) years thereafter, the Vendor shall maintain such records as may be required by the Port Authority to substantiate the prices charged the Port Authority under this agreement. The Port Authority shall have the

right to audit such records for the purpose of ascertaining whether the Port Authority has paid to the Vendor prices in excess of those to be specified herein. If an audit discloses that the Authority has paid to the Vendor prices in excess of those to be charged as specified herein, the Vendor shall refund to the Port Authority the excess charges and/or the Port Authority may withhold out of any payment otherwise due the Vendor the amount of such overcharge.

13. SAFETY

The units shall comply with all current, applicable Department of Transportation (DOT), Federal Motor Vehicle Safety Standards (FMVSS), Federal, New York and New Jersey State and Local requirements, as well as Occupational Safety and Health Administration (OSHA) Safety Standards for Equipment. The delivered units shall be in a safe operating condition as determined by the Port Authority Engineer or an assigned designee. A safety and operational checklist must be incorporated into the Vendor's acceptance and delivery form.

14. TRAINING

The Vendor shall provide safety and operational training for each rental at no additional cost to the Port Authority. This training shall be performed at the time of delivery or at a more convenient time as deemed and requested by the rental coordinator. This training shall be adequate to insure the operator is capable of and comfortable with operating the unit. Training will include information that will alert and familiarize the operator with the capabilities and limitations of the unit. The Vendor shall provide a receiving sheet having a space indicating the name and signature of each of the employees trained.

15. REPAIRS

The Vendor shall be responsible for all routine maintenance and repairs needed on rented equipment without additional charges of such to the Port Authority of NY & NJ where the need of a repair arises despite the Port Authority's proper use of the unit and is not due to accident, intentional willful act or abuse. The Vendor shall perform all repairs within 24 hours of telephone notification by Port Authority personnel. If repairs cannot be made within this time period, the Vendor will supply an equal replacement within this time. If repair or replacement is not made within 24 hours, the Port Authority may liquidate damages at twice the daily rental rate from the contract compensation until the time repair or replacement is made. In the event any unit is rented for more than 30 continuous days, the Port Authority retains the right to perform minor repairs and routine maintenance at its own discretion. The Port Authority is **not** responsible for "**normal**" wear and tear of equipment/vehicles.

16. RECOVERY DUE TO A LOSS

Net Asset Value is the "fair market value" of the rental equipment listed on the **Part III, Pricing Pages**, and shall not be more than the original cost of the rental equipment listed on the **Pricing Pages**, less any applicable depreciation. The Vendor shall insert on the **Pricing Pages** the Net Asset Value of the rental vehicles. The Net Asset Value is the price that the Vendor could seek from the Port Authority should the rental equipment be stolen or totaled during the term of the rental. The depreciation shall be calculated by taking 1/10th of the

original Net Asset Value off for each calendar year from the date of vehicle manufacture. When the vehicle has reached an age of ten years or more the depreciation shall remain at 1/10th of the original Net Asset Value of the vehicle. In the event of a loss, the Port Authority may settle such loss by paying the imputed Net Asset Value of said vehicle, at the time of the loss.

If the Port Authority settles such loss by payment to the Vendor for the loss, the Vendor will sign the title of the said vehicle over to the Port Authority and the Vendor will then waive its right to any further claims for this loss against the Port Authority and the Vendors insurance company.

If at any time the Port Authority does not agree to the listed Net Asset Value that the Vendor has indicated on the Pricing Pages, the Port Authority may, at its option, retain a mutually agreeable equipment appraiser to perform an appraisal in order to determine the Net Asset Value. The Port Authority and Vendor agree to accept the findings of the appraisal, as the Net Asset Value.

17. MAXIMUM RENTAL CHARGES OVER THE CONTRACT PERIOD

The maximum monies paid by the Port Authority for any single continuous rental during the Contract Period, including extension option periods, shall not exceed the Net Asset Value of the rental vehicle plus Vendor's profit and overhead. The Net Asset Value shall not exceed, in any case, the Manufacturers Suggested Retail Price (MSRP) of a current model (i.e. most recent vintage) vehicle that is the same make and model as the vehicle rented to the Port Authority. The current Maximum Asset Recovery amount will be calculated by taking the numbers that the Vendor has supplied on Part III-Pricing Pages, from the Declared Unit Value (Net Asset Value) entry and Maximum Asset Recovery percentage entry, then multiplying the two numbers together. The result of this calculation will then be added to the original Declared Unit (Net Asset Value) value, yielding the maximum amount of money the Port Authority will pay for the same rental vehicle during the Contract Period. The Vendor shall enter the Maximum Asset Recovery percentage in the space provided on the Part III-Pricing Pages. The range of the Maximum Asset Recovery shall be 0% to 35%. The maximum percentage to be recovered for profit and overhead shall be no more than 35%. The Declared Unit Value (Net Asset Value) listed on Part III, the pricing page will be reduced by 10% in value from the original Net Asset Value for each additional year old the vehicle becomes that is on rent to the Port Authority. A vehicle provided by the Vendor shall not go below 1/10th of the value of the original Declared Unit Value (Net Asset Value) listed for a vehicle that is more than Ten (10) years old.

Example: It is the year 2012 The Vendor lists a 2010 Ford F150 as the vehicle they are going to supply to the Port Authority for rental. The Vendor declares the net asset value of this vehicle as \$25,000.00. The Vendor then supplies the 2010 Ford F150 to the Port Authority in the year 2012, the vehicles net asset value of \$25,000.00 will be reduced by 10 percent of the original net asset value per year old. This vehicle imputed Net Asset Value is \$20,000.00.

When a rental cost to the Port Authority for an individual vehicle reaches maximum amount to be recovered, as stated in **Part III, Pricing Pages**, by the Vendor, no further rental

payments will be paid by the Port Authority, other than for repairs due to damaged and/or missing items, and the Port Authority shall have the option of buying the rental vehicle for one dollar upon written notice to the Vendor.

If the Port Authority has chosen to purchase the vehicle for one dollar, the Vendor will provide the Port Authority with a clear title to the vehicle at no additional charge within 30 days of receipt of payment.

Titles will be sent to: The Port Authority of NY & NJ
 241 Erie St., Room 307
 Jersey City, NJ 07310
 Attention: Rental Coordinator

18. VEHICLE PURCHASE OPTION

At any time during the contract period, including extension periods, if any, prior to the rental cost to the Port Authority reaching the maximum amount to be recovered as stated in **Part III, Pricing Pages**, by the Vendor, the Port Authority may elect to purchase the rented equipment providing the Port Authority has rented this vehicle for six continuous months and upon thirty (30) days' written notice to the Vendor. The purchase price to the Port Authority shall be the maximum amount to be recovered by the Vendor minus all rental payments made and owing by the Port Authority at the expiration of the thirty-day notice period, the final rental installment to be prorated to the expiration of the thirty-day notice period. Payment shall be made within seven (7) working days of the expiration of the notice period. The Vendor shall provide the Port Authority with a clear title to the vehicle at no additional charge within thirty (30) days of receipt of payment. For purpose of calculating payments owed by the Port Authority to the Vendor in the event of a loss, depreciation percentages shall not apply to maximum rental charges.

The Vendor shall not exchange any vehicle being used by the Port Authority, without prior consent from the Port Authority to exchange said vehicle. If, however, the Rental Coordinator does grant a Vendor request to exchange a vehicle, then the vehicle that the Port Authority receives shall be one that is at least the same make, model and year as the vehicle that was changed out. Vehicle change outs may be done if there are issues with the rental vehicle, such that the vehicle requires repair and the repair is not within the scope of this Contract or the Port Authority's ability to repair the vehicle.

Titles will be sent to: The Port Authority of NY & NJ
 241 Erie St., Room 307
 Jersey City, NJ 07310
 Attention: Rental Coordinator

19. RENTAL TERMS, RATES AND DEFINITIONS

The Rental Period - The rental period will begin on the date the rental unit is delivered to the designated facility and is accepted as a working unit. The period will end on the date

when the rental unit is called off rent. The vendor will provide a confirmation number at the time the rental is called off rent.

Rental Month - A Rental Month shall equal one-twelfth (1/12) of a calendar year (e.g. 6/1/15 to 6/30/15, 7/15/15 to 8/14/15)

Monthly Rate – The Monthly Rate is the charge for renting the unit for one Rental Month.

Daily Rate – The Daily Rate shall equal one-thirtieth (1/30) of the monthly rate. Rentals that are less than a Rental Month shall be billed on a pro rata basis at 1/30 of the monthly rate for each calendar day.

Vehicle Purchase Option – The Option to purchase the rental vehicle at any time during the Contract period if the Port Authority chooses to do so.

Maximum Rental Charges Over the Contract Period – The maximum amount the Port Authority will pay for a rental as listed by the Vendor in **Part III, Pricing Pages** due to a loss or if the Port Authority chooses to purchase the vehicle. (This amount shall be reduced by all of the rental amounts paid and owed by the Port Authority. The Vendor shall provide a clear title for the vehicle to the Port Authority at no additional charge within 30 days of receipt of the payment.)

Delivery and Pick up Charges - The amount charged to deliver and pick up the unit at the beginning and the end of the rental respectively. The **Delivery Charge** shall be included on the first invoice for the delivered unit. The **Pick up Charge** shall be included on the last invoice for the picked up unit.

The above terms and definitions shall apply to all the rentals under this agreement. Rates submitted on the attached bid evaluation calculation sheets shall be the rental rates under the terms of the agreement upon award.

20. 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 14 of these Standard Terms and Conditions entitled “Termination.”

- 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.”

21. CODE OF ETHICS FOR PORT AUTHORITY VENDORS

Pursuant to the Code of Ethics for Port Authority Vendors (“Code”), Contractors must execute a Compliance Certification, and provide it to the Port Authority, prior to beginning Work under this Contract. This Compliance Certification, once executed, is a material and integral part of the Contract. All Compliance Certifications must be retained by the Contractor, unless and until the Port Authority indicates that the Certifications may be disposed of. Violations of the law or of the Code may subject a Vendor or a Vendor’s Employees to civil or criminal penalties. In addition, in the case of violation of any provision of the law or the Code, the Port Authority may pursue any available remedy, including, but not limited to, determining that a Vendor is in material breach of its contract and/or that, in the future, the Port Authority will have no further commercial dealings with the Vendor. The Code and the Compliance Certification (PA Form 4254) can be found at <https://www.panynj.gov/business-opportunities/become-vendor.html>

22. INDEMNIFICATION

The Port Authority shall indemnify and hold harmless the Vendor from and against all claims and demands for death, personal injury and for damages to tangible property, of third persons (including employees, officers, Vendors and agents of the Port Authority), arising out of the Port Authority’s use of the units furnished by the Vendor under this Contract, and for all expenses incurred by Vendor in the defense, settlement or satisfaction thereof, but only to the extent such claims and demands do not arise from the negligence or willful intentional acts of the Vendor. As a condition precedent to such indemnification, Vendor shall tender the defense of any such claims or demand to the Port Authority, which may use the services of counsel of its choice in such defense, and the Vendor shall cooperate with the Port Authority and its counsel in such defense, including any settlement of such claims or demands.

The Vendor shall indemnify and hold harmless the Port Authority from and against all claims and demands for death, personal injury and for damages to tangible property of the Port Authority and of third persons (including employees, officers, Vendors and agents of the Port Authority), arising out of the Port Authority's use of the units furnished by the Vendor under this Contract, and for all expenses incurred by the Port Authority in the defense, settlement or satisfaction thereof, but only to the extent such claims and demands arise from the negligence or willful intentional acts of the Vendor. As a condition precedent to such indemnification, the Port Authority shall tender the defense of any such claims or demand to the Vendor, which may use the services of counsel of its choice in such defense, and the Port Authority shall cooperate

with the Vendor and its counsel in such defense, including settlement of such claims or demands.

23. 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 Vendor under this Contract, with insurance covering against claims for injuries to persons or damages to property which may arise from or in 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 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 - \$ 5 million combined single limit per occurrence 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;
- Premise-Operations, Products and Completed Operations Liability Insurance;
- The insurance coverage (including primary, excess and/or umbrella) hereinafter afforded by the Contractor and all subcontractor(s) shall be primary insurance and non-contributory with respect to the additional insureds;
- Excess/umbrella policies shall “follow form” to the underlying policy;
- Excess/umbrella policies shall have a liberalization clause with drop down provision;
- To the extent any coverage the Contractor and subcontractor(s) obtains and/or maintains under this Contract contains “Other Insurance” language or provisions, such language or provisions shall not be applicable to the additional insureds or to any insurance coverage maintained by the additional insureds;
- All insurance policies shall include a waiver of subrogation, as allowed by law, in favor of the additional insureds;
- Defense costs must be outside of policy limits. Eroding limits policies are not permitted;
- In the event the Contractor and/or its subcontractors obtains and/or maintains insurance in an amount greater than the minimum limits required under this Contract, then the full limits of that insurance coverage will be available to respond to any

- claim asserted against the additional insureds that arises out of or is in any way connected with this Contract;
- Additional insureds coverage shall not be restricted to vicarious liability unless required by controlling law.

In addition, the liability policy (ies) shall be written on a form at least as broad as ISO Form CG 20 10 10 01 (for ongoing operations work) together with ISO Form CG 20 37 10 01 (for completed operations work) or their equivalent and endorsed to and name The Port Authority of New York and New Jersey and its related entities, and their successors or assigns, as well as all the entities listed under Schedules 1 & 2 below, as additional insured, 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). 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, and shall include a Waiver of Subrogation endorsement in the benefit of the Authority.

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 Attn: Facility Contract Administrator, at the location where the work will take place.

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#5485N

WTC Insureds

Schedule 1 – Indemnitees and Insureds:

- a) The Port Authority of New York and New Jersey
- b) WTC Retail LLC
- c) 1 World Trade Center LLC
- d) The Port Authority Trans-Hudson Corporation
- e) STV Construction, Inc.
- f) NYS Department of Transportation
- g) Tishman Construction Corporation
- h) Tishman Realty & Construction Co., Inc.
- i) Tishman Construction Corporation of New York
- j) Silverstein Freedom Tower Development LLC, and its Affiliates
- k) 2 World Trade Center LLC
- l) 3 World Trade Center LLC
- m) 4 World Trade Center LLC
- n) World Trade Center Properties LLC
- o) 1 WTC Holdings LLC
- p) 2 WTC Holdings LLC
- q) 3 WTC Holdings LLC
- r) 4 WTC Holdings LLC

- s) Silverstein Properties, Inc.
- t) Silverstein East WTC Facility Manager LLC
- u) WTC Redevelopment LLC
- v) Silverstein WTC Mgmt. Co. LLC
- w) Silverstein WTC Mgmt. Co. II LLC
- x) Silverstein WTC Properties LLC
- y) Silverstein WTC LLC
- z) Silverstein 2/3/4 WTC Redevelopment LLC
- aa) Spring World Inc.
- bb) Spring WTC Holdings Inc.
- cc) WTC Investors LLC
- dd) Net Lessees' Association of the World Trade Center
- ee) WTC Management and Development LLC
- ff) Silverstein WTC Management and Development LLC
- gg) WTC Investors Management and Development LLC
- hh) Larry A. Silverstein
- ii) World Trade Center Hold Co. Ltd
- jj) 3 WTC Mezz LLC.
- kk) The City of New York
- ll) The Lower Manhattan Development Corporation
- mm) The World Trade Center Memorial Foundation
- nn) Metropolitan Transportation Authority
- oo) New WTC Retail JV LLC
- pp) PA Retail Newco LLC
- qq) New WTC Retail Member LLC
- rr) New WTC Retail Owner LLC
- ss) Capital Properties NY LLC
- tt) Capital Properties Services LLC

Schedule 2

Durst 1 WTC Developer LLC
Durst 1 WTC LLC
Durst 4th Investors LLC
Durst Management and Development LLC
Durst WTC Corporation
Durst WTC Holding LLC
New WTC Retail JV LLC
New WTC Retail Owner LLC
PA Retail Newco LLC
Royal 1 WTC Management LLC
Royal Realty Corp.
SRDA Manager, LLC
The Durst Manager LLC
The Durst Organization Inc.
The Durst Organization L.P.
The Port Authority of New York and New Jersey
The Port Authority Trans-Hudson Corporation
Tower 1 Holdings LLC
Tower 1 Joint Venture LLC
Tower 1 Member LLC
Tower 5 LLC
WTC Retail LLC
WTC Tower 1 LLC

PART II - SPECIFICATIONS

At the start of the contract and throughout the contract term, including all option periods, all of the rental equipment delivered to and in use by the Port Authority shall be less than Five (5) years old. If the rental equipment delivered to the Port Authority becomes six (6) years old, the Rental equipment shall be exchanged for a newer model unit.

Example: A Rental piece delivered to the Port Authority in 2017 is a model year 2012, in 2018 the rental piece would no longer meet the contract terms and the unit would need to be exchanged for a 2013 or newer model year.

In addition, Specifications listed below are general in nature but apply to all Rental Equipment supplied to the Port Authority under this rental agreement. Any unit not meeting these general specifications, in addition to any specific requirements not stated herein shall be returned to the Vendor as not rented.

Specifications For All Categories – Sliding Chassis

- Chassis shall carry one (1) 20' ISO container
- Chassis shall have an approximate overall length of 23'-6", capable of sliding to 27'-6".
- Chassis shall be equipped with all manufacturer's standard equipment.
- 49" 5th Wheel Height
- Twist locks
- Landing gear, 50,000 lb. capacity, 2-speed, w/roadside crank handle
- Axles, suspension, and tires shall meet GVWR
- ABS Brake system
- LED lighting system
- Shall meet TOFC, AAR, DOT, FMVSS, ISO, ANSI, SAE, and TTMA specifications.
- Vehicles must have valid License Plate(s).
- Equipment shall have a valid insurance card as issued by the insurance company (No photocopies will be accepted).

All units must meet the requirements listed under Section **12-SAFETY**.

PART III - PRICING PAGES

CATEGORY I: Sliding Chassis for 20' Container

Year _____ Make _____ Model _____

Declared Unit Net Asset Value (Cost of Vehicle minus depreciation prior to the commencement of the Contract): = \$ _____

(See Section 16-**RECOVERY DUE TO A LOSS**)

Maximum Asset Recovery Percentage _____%
 (Percent used to calculate **MAXIMUM RENTAL CHARGES OVER THE CONTRACT PERIOD**, See Section 17) (MAX - 35%)

Maximum amount to be Recovered by the Vendor \$ _____
 (Net Asset Value plus the calculated amount from the **Maximum Asset Recovery Percentage** as stated herein.)

This amount shall be reduced by any rental payments made and owed by the Port Authority as stated in **Section 18, VEHICLE PURCHASE OPTION** if the Port Authority chooses to purchase the vehicle and may be used for a vehicle loss if less than the depreciated net asset value as calculated using **Section 16, RECOVERY DUE TO A LOSS**. **Any future depreciation calculations are only relevant as they apply to calculating how much the Port Authority owes for a stolen or totaled vehicle (vehicle loss).**

Rental and Transport Charges

Monthly Unit Rental Charge	X	Estimated number of monthly rentals for 2 years**	=	“A”	\$ _____
\$ _____	X	480	=	“A”	\$ _____
Delivery Charge (where applicable)		Estimated number of Deliveries for 2 years**			
\$ _____	X	30	=	“B”	\$ _____
Pick-up Charge (where applicable)		Estimated number of Pick-ups for 2 years**			
\$ _____	X	30	=	“C”	\$ _____
TOTAL FOR TWO (2) YEARS - CATEGORY I			=	“D”	\$ _____
(Sum of “A”, “B” & “C”)					

** Units are rented on an as needed basis; deliveries and pick-ups will vary as the need arises.

Chassis and Equipment

Contract Signature Page:

Vendor Name: _____

Contact Name: _____
(Print)

Signature: _____

Title: _____

Date: _____

List of designated Port Authority Delivery Locations

*Deliveries shall not be limited to the locations listed below.

DELIVERY ADDRESS	DELIVERY ADDRESS
<p>Port Authority of NY & NJ Central Automotive Division 241 Erie Street, Room 307 Jersey City, NJ 07310 Attn: Sal D'Angelo Tel: (201) 216- 2368 Fax: (201) 216-2355 GPS: 40.731317,-74.04297</p>	<p>Port Authority of NY & NJ Central Automotive Division George Washington Bridge Automotive Shop 220 Bruce Reynolds Blvd Fort Lee, NJ 07024 Attn: Nick Morin Tel: (201) 346-4146 Fax: (201) 346-8028 GPS: 40.853601,-73.96974</p>
<p>Port Authority of NY & NJ Central Automotive Division JFK Int'l Airport - Automotive Shop Building 14 Jamaica, NY 11430 Attn: Steve Tkach Tel: (718) 244-4041 Fax: (718) 244-4438 GPS: 40.650814,-73.809022</p>	<p>Port Authority of NY & NJ Central Automotive Division LaGuardia Airport Automotive Shop Bowery Bay Blvd Queens, NY 11371 Attn: John Matsen Tel: (718) 533-3571 Fax: (718) 457-0382 GPS: 40.769443,-73.888158</p>
<p>Port Authority of NY & NJ Central Automotive Division Newark Liberty International Airport Auto Shop 47-199 Brewster Rd Newark, NJ 07114 Attn: Joe Kardos Tel: (973) 961-6044 Fax: (973) 961-6530 GPS: 40.703441,-74.154684</p>	<p>Port Authority of NY & NJ Central Automotive Division Lincoln Tunnel Automotive Shop 500 Boulevard East Weehawken, NJ 07807 Attn: Reginald Bowers Tel: (201) 617-8418 Fax: (201) 553-9359 GPS: 40.764473,-74.022387</p>
<p>Port Authority of NY & NJ Central Automotive Division Staten Island Bridges Automotive Shop 2777 Goethals Rd N Staten Island, NY 10303 Attn: Carlos Berges Tel: (718) 390-2546 Fax: (718) 273-7302 GPS: 40.628633,-74.181393</p>	<p>Port Authority of NY & NJ Central Automotive Shop 777 Jersey Avenue Jersey City, NJ 07310 Attn: Ron Westervelt Tel: (201) 386-6861 Fax: (201) 386-6871 GPS: 40.731562,-74.044807</p>

CODE OF ETHICS FOR PORT AUTHORITY VENDORS: COMPLIANCE CERTIFICATION

_____ (the “Vendor”) has reviewed the Code of Ethics for
(Legal Business Name of Entity)
Port Authority Vendors (the “Code”).

Vendor understands that the Vendor and Vendor’s Employees must comply with the requirements of this Code in connection with any work being performed on behalf of the Port Authority and whenever they are on property, used, owned or controlled by the Port Authority.

The Vendor understands that violations of the law or of this Code may subject a Vendor or a Vendor’s Employees to civil or criminal penalties. In addition, in the case of violation of any provision of the law or this Code, the Port Authority may pursue any available remedy, including, but not limited to, determining that a Vendor is in material breach of its contract and/or that, in the future, the Port Authority will have no further commercial dealings with the Vendor.

This Compliance Certification must be submitted to the Port Authority in accordance with the instructions in any solicitation, or as otherwise requested.

This Compliance Certification must be executed, and provided to the Port Authority, before Vendor begins work on a Port Authority project and before Vendor can receive payment in connection with a Port Authority project. This Compliance Certification, once executed, will be a material and integral part of the contract between the Vendor and the Port Authority. If this Compliance Certification was submitted in response to a solicitation, it will become a material and integral part of any contract between the Vendor and the Port Authority resulting from that solicitation.

A copy of this Compliance Certification must be retained by the Vendor, unless and until the Port Authority indicates that the Certifications may be disposed of.

Number/Name of Solicitation/Contract/Agreement

By signing below, I represent that I am authorized to execute this Compliance Certification on behalf of Vendor.

Signature _____ Date _____

Print Name _____

Title _____