





### REQUEST FOR QUOTATION

<b>Vendor:</b>	<b>Bid# / Bid Due Date</b> 55094 / 12/20/2018
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Quantity	Description	Unit Price	Total
	<p><b>Delivery:</b> Please refer to the "Contract of the Rental of Wheel Loaders" page 19 entitled, "List of designated Port Authority Delivery Locations."</p> <p>A price preference of 10% is available for 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.</p> <p>My firm was certified as a _____ on _____.</p>		
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>		
	<b>PAYMENT TERMS</b>		
		<b>Total Delivered Price</b>	

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

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

Signed \_\_\_\_\_

Firm Name \_\_\_\_\_

Telephone number \_\_\_\_\_ Date \_\_\_\_\_

Fax Number \_\_\_\_\_

Federal Taxpayer ID \_\_\_\_\_

**Bidder  
Must  
Sign  
In  
Two  
Places**

**NOTICE TO BIDDERS:** Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which the Port Authority of New York and New Jersey opens this proposal.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Firm Name \_\_\_\_\_



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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 &amp; NJ Attn: Bid Custodian Procurement Department 4 World Trade Center 150 Greenwich Street, 21st Floor New York, NY 10007</p> <p>Clearly mark the outside of your envelope/package with "BID ENCLOSED", the Collective/Bid Number and Due Date, and your complete company name and address.</p> <p>Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8 A.M. &amp; 5 P.M., via regular mail, express delivery service or hand delivery. Express carrier deliveries by commercial vehicles can be made via vendors approved by Silverstein Properties, the 4 World Trade Center (4WTC) Property Manager, through the</p>		
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	<p>Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times. There is extensive security at the World Trade Center Site. Individuals must present a valid government-issued photo ID to enter 4 WTC. Individuals without packages or carrying small packages or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All envelopes, packages and boxes may be subject to additional security screening.</p> <p>There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited. The Port Authority assumes no responsibility for delays, including, but not limited to delays caused by any delivery service, building access procedure or security requirement.</p> <p>A valid government-issued photo ID is required to gain access into the building to attend the bid opening or hand deliver a bid. Bids that are not received by the bid custodian by the scheduled bid opening date will be considered late.</p> <p>If any Addenda are posted or sent as part of this Bid, the Bidder shall complete, sign and include with its Bid the addenda form(s). In the event any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though the Addenda had been acknowledged. If the Bidder downloaded this solicitation document, it is the responsibility of the Bidder to periodically check the Port Authority website at</p>		
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Quantity	Description	Unit Price	Total
	<a href="http://www.panynj.gov/business-opportunities/bid-proposaladvertisements.html">http://www.panynj.gov/business-opportunities/bid-proposaladvertisements.html</a> and download any addenda that might have been issued in connection with this solicitation.		
	Rental contract - Wheel Loaders  <b>The item covers the following services:</b> Rental Contract Wheel Loaders <i>Insert "Total for Two(2) Years" From Pricing Sheets</i>		
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>	<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

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Signed \_\_\_\_\_ Date \_\_\_\_\_

Firm Name \_\_\_\_\_

PA280/9-03

## TERMS AND CONDITIONS

1. For the purposes of this Request For Quotations (RFQ), the terms "Authority," "Port Authority," or "PA" mean the Port Authority of New York and New Jersey and/or the Port Authority Trans Hudson Corporation ("PATH,") as applicable.
2. The Port Authority reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.
3. Prices must be quoted in United States Dollars. All figures inserted will be interpreted as being quoted in United States Dollars. Unless otherwise specified, unit prices shall be quoted to two (2) decimal places.
4. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point freight included. Payment will not be made on partial deliveries unless authorized in advance by the PA and any discount, if applicable, will be taken on the total order.
5. Inspection and acceptance will be conducted at the delivery point, unless otherwise provided. Any risk of loss will be the seller's responsibility until such delivery and acceptance is made, unless loss results from negligence of the Authority.
6. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be quoted, but will not be considered in determining award.
7. Separate unit and total FOB delivered prices must be shown. In the event of a discrepancy between unit prices and total prices, unit prices will govern.
8. 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.
9. The PA shall have the absolute right to reject any or all quotes or to accept any quote in whole or part and to waive defects in quotes.
10. Unless "no substitute" or "no approved equal" is indicated, seller may offer alternate manufacturer/brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with its quote. Brand name or equal descriptions are used as a means to define the performance or other salient characteristics of procurements. In the subject RFQ, even if the phrase "or approved equal" is inadvertently omitted, it is implied after any brand name.
11. Acceptance of seller's offer will be only in writing, authorized by the PA. No changes shall be made to any agreement resulting from this RFQ, except in writing, authorized by the PA.
12. If the seller fails to perform in accordance with the terms of this RFQ, or the terms of any agreement resulting from this RFQ, 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, per order included in this RFQ, plus any other damages to the PA.
13. The PA may cancel this RFQ at any time, when it is in the PA's best interest, via an addendum. The PA may terminate any agreement resulting from this RFQ, in accordance with terms and conditions of that agreement, in which case the successful seller ("Vendor") shall be paid for items received and accepted, including shipping costs, if applicable, up to the time of termination, unless otherwise provided for in that agreement. The Vendor shall promptly submit its final invoice to the PA to be paid to the Vendor.
14. Upon request, sellers are encouraged to extend the terms and conditions of any agreement resulting from this RFQ with the PA to other government and quasi-government entities by separate agreement.

15. By signing this RFQ, the seller certifies to all relevant statements on Form PA 3764A (copy can be obtained at <http://www.panynj.gov/business-opportunities/become-vendor.html>), including but not limited to those relating to the submission of bids. As set forth on PA 3764A, the PA has adopted a policy that it will honor a determination by an agency of the State of New York or New Jersey that a seller is not eligible to bid on or be awarded public contracts because the seller 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 will apply to any agreement resulting from this RFQ.

16. The Vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the PA, may, from time to time, expressly approve in writing. All further subcontracting shall also be subject to such approval by the PA. All persons to whom the Vendor subcontracts services shall be deemed to be its agents and no subcontracting or approval thereof shall be deemed to release the Vendor from its obligations under any agreement resulting from this RFQ.

17. The Vendor may not assign any subsequent agreement resulting from this RFQ without written consent of the PA.

18. The Vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or 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 RFQ or any subsequent 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.

19. Notwithstanding anything to the contrary, the seller acknowledges that the Port Authority's obligations, if any, under this RFQ, or any agreement resulting from this RFQ, are subject to the provisions of its Public Records Access Policy, and any amendments thereto, and any disclosure made pursuant thereto is not a violation of this RFQ. The Port Authority Public Records Access Policy can be found at <http://corpinfo.panynj.gov/documents/Access-to-Port-Authority-Public-Records/>, and is incorporated herein.

20. 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 any seller with any liability, or held personally liable to any Contractor under any term or provision of this RFQ (or any agreement resulting from this RFQ), or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

21. MBE/WBE GOOD FAITH PARTICIPATION - The Vendor shall use every good-faith effort to provide for participation by Port Authority-certified Minority Business Enterprises (MBEs) and Port Authority certified Women-owned Business Enterprises (WBEs) in all purchasing and subcontracting opportunities associated with any agreement resulting from this RFQ, including the purchase of equipment, supplies and labor. Unless otherwise stated in the RFQ, Vendor shall comply with the terms and conditions of PA Form 4235, as may be revised. A copy can be obtained at <http://www.panynj.gov/business-opportunities/become-vendor.html>

22. If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated within this RFQ, a price preference of 10% is available for NY/NJ Minority and Women Business Enterprises (M/WBEs) or 5% for NY/NJ Small Business Enterprises(SBEs) certified by the Port Authority (PA) by the day before bid opening for awards not exceeding one million dollars (\$1,000,000.)

23. 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 any agreement resulting from this RFQ.

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 any agreement resulting from this RFQ. 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 any agreement resulting from this RFQ. Without limiting the generality of any other term or provision of this RFQ or any agreement resulting from this RFQ, in the event the Authority, or a state or federal agency finds that the Vendor or any of its subcontractors or vendors has not complied with these "Non-Discrimination Requirements," the Authority may cancel, terminate or suspend this RFQ or any agreement resulting from this RFQ.

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."

24. To the extent permitted by law, the Vendor shall indemnify and hold harmless the Port Authority, its Commissioners, Directors, agents, servants, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Vendor's agents, servants, officers, representatives and employees) arising out of or in any way connected to or alleged to arise out of or alleged to be in any way connected with any subsequent agreement resulting from this RFQ and all other services and activities of the Vendor under any subsequent agreement resulting from this RFQ and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof. The Vendor assumes the following risks, whether such risks arise out of or are in any way connected to the Vendor's operations or to its performance of work under any agreement resulting from this RFQ, or arise out of acts or omissions (negligent or not) of the Vendor, the Port Authority or third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Vendor) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of bids/quotes on this RFQ, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks: (a) the risk of any and all loss or damage to Port Authority or Vendor property, equipment, materials and possessions, and those of Vendor's agents, employees, materialmen or others performing work under any agreement resulting from this RFQ, on or off the premises, the loss or damage of which shall arise out of the Vendor's operations under any agreement resulting from this RFQ; and (b) the risk of claims, whether made against the Vendor or the Port Authority, including those, whether just or unjust, of third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Vendor), for any and all injuries, loss or damages occurring to any property, equipment, materials and possessions of the Contractor's agents, employees, materialmen and others performing work under any agreement resulting from this RFQ.

25. 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>. 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.

26. The PA has transitioned to an all electronic method of paying its vendors and contractors via an Automated Clearing House (ACH) funds transfer. The Vendor must complete the Port Authority's "Authorization Agreement For Direct Deposits And Direct Payments (ACH Credits)" form, which is available at <http://www.panynj.gov/business-opportunities/become-vendor.html>, in order to receive payment. To avoid delays in payments for commodities and services provided, vendors and contractors must be enrolled in ACH. The Authorization Agreement shall remain in full force and effect until the Port Authority has received written notification from the Vendor of its termination in such time and in such manner as to afford the Port Authority and the depository financial institution(s) a reasonable opportunity to act on it. Any questions on this initiative may be directed to the ACH Enrollments contact line at 201 216-6002 or emailed to [ACHENROLLMENT@PANYNJ.GOV](mailto:ACHENROLLMENT@PANYNJ.GOV).

27. Prospective Bidders are advised that additional vendor information, including but not limited to, forms, documents and other information, including protest procedures, may be found on the Port Authority website at: <http://www.panynj.gov/business-opportunities/become-vendor.html>.



*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.*

*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.*

**Contract for the Rental of**  
**Wheel Loaders**

**PART I - CONTRACT DESCRIPTION**

- GENERAL AGREEMENT

**PART II - SPECIFICATIONS**

- UNIT SPECIFICATIONS

**PART III - PRICING SHEET**

- ENTRY OF CHARGES/PRICE PAGE

**PART I - CONTRACT DESCRIPTION**

**1. GENERAL AGREEMENT**

This is a two (2) year Requirements Contract to supply rentals of Wheel Loaders and Equipment for use at the Port Authority’s facilities. The estimated maximum number of Wheel Loaders to be rented at any given time is twelve (12). The estimated quantity and frequency of rentals are for bid evaluation purposes only. The Port Authority does not guarantee the actual number of Wheel Loaders that will be required during the term of this Contract.

<b>Category</b>	<b>Description</b>	<b>Estimated Quantity*</b>
I	John Deere 644, Komatsu WA 380 or approved equal, with a 4 yd <sup>3</sup> clam shell bucket	12

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

**2. DURATION**

The initial term of this Contract shall be a two (2) year requirements contract. The Port Authority shall have the option to extend this Contract for up to one (1) consecutive additional one (1) year periods. The Port Authority shall also have the option to extend the Contract for an additional one hundred and twenty (120) day Extension Period at the end of all other Option Periods. Should the Port Authority elect to exercise the Option Period(s), 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(s) and/or Extension Period. The Option Period shall begin on the day after the anniversary of the two (2) year term. 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 48 hours from telephone notification to the Vendor by authorized Port Authority personnel. 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 forty-eight (48) 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 twenty-four (24) 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 24-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 and delineated in **Part I, Section 13 – SAFETY** and **Part II, Specifications**.

The replacement unit shall be delivered to the Port Authority within twenty-four (24) hours of the first delivery. The Vendor shall notify the Contract Administrator, in writing, of any and all rental units that are returned. 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 Contact 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 the Contract Administrator or Facility representative, upon inspection of the unit, shall sign off on the condition of the unit at the time and date of delivery, listing all damage or missing items from the unit. The 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 and signature of the individual accepting the unit, the date, time and location of the delivery, and the 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 the 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 the 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 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**

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 not accept units with "In Transit" License Plates.

9. **TRANSMISSIONS**

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

10. **TERMINATION**

The Port 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 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, as well as license plate numbers for all rental units with license plates, of the rented unit.
- Automotive Request Number (RQ#). RQ#'s are 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 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: Contract Administrator – Rentals

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 DOT, FMVSS, Federal, NY and NJ State and Local requirements, as well as 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 unit at no additional cost to the Port Authority. This training shall be performed at the time of delivery and shall be adequate to ensure 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 with a space for the name and signature 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 including when 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 Contact 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 1/10<sup>th</sup> 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 1/10<sup>th</sup> 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 Manufacturer's 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 1/10<sup>th</sup> of the value of the original Declared Unit Value (Net Asset Value) listed for a vehicle that is more than ten (10) years old. For purposes 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.



Example: It is the year 2015 The Vendor lists a 2013 John Deere 644 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 \$65,000.00. The Vendor then supplies the 2013 John Deere 644 to the Port Authority in the year 2015, the vehicles net asset value of \$65,000.00 will be reduced by 10 percent of the original net asset value per year old. This vehicle imputed Net Asset Value is \$52,000.00.

When a rental cost to the Port Authority for an individual vehicle reaches maximum amount to be recovered, 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. The Port Authority may have the option to purchase any rental unit that replaces the maximum amount to be recovered by the Vendor for one dollar and upon written notice to the Vendor. Accordingly, the Vendor shall provide a list of any vehicles that were used under the previous Contracts that the Vendor intends to use in the current Contract. There shall be one **Part III, Pricing Page** for each rental unit that is delivered to, and accepted by, the Port Authority that has a different year/make/model. For example, if there are two “Category I: Backhoe Loaders with One Cubic Yard or Clamshell Buckets,” (Category I) used in the Contract, then the Vendor shall have two (2) separate Category I **Part III, Pricing Pages** if the backhoe loaders are of a different year/make/model.

If the Port Authority has chosen to purchase the vehicle for one dollar, the Vendor will provide the Port Authority with clear title without encumbrances to the vehicle at no additional charge within 30 days of receipt of payment.

Titles shall be sent to:     The Port Authority of NY & NJ  
                                          241 Erie St., Room 307  
                                          Jersey City, NJ 07310  
                                          Attention: Contract Administrator - Rentals

**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 of the rental costs to be recovered as stated in **Part III, Pricing Pages**, by the Vendor, the Port Authority may elect to purchase the rented equipment provided that the Port Authority has rented this vehicle for six continuous months and upon giving thirty days written notice to the Vendor. The purchase price given to the Port Authority shall be the maximum amount to be recovered by the Vendor minus all rental payments made including the prorated rate for the final rental installment that the Port Authority would owe at the end of the thirty (30) 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 30 days of receipt of payment. For purposes of calculating payments owed by the Port Authority of 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. sell during the Contract period for any reason unless directly requested by the Rental coordinator. 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: Contract Administrator - Rentals

## **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. INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, Directors, agents, servants, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Contractor's agents, servants, officers, representatives and employees), arising out of or in any way connected to or alleged to rise out of or alleged to be in any way connected with the Contract and all other services and activities of the Contractor under this Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise out of or are in any way connected to the Contractor's operations or to its performance of work under this Contract, or arise out of the acts, omissions or negligence of the Contractor, the Port Authority, its Commissioners, Directors, agents, servants, officers, representatives or employees, third persons (including Contractor's agents, servants, officers, representatives and employees), or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

The Contractor assumes the following risks, whether such risks arise out of or are in any way connected to the Contractor's operations or to its performance of work under this Contract, or arise out of acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Contractor) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

A. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment and component parts), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions (negligent or not) of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.

B. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment, and component parts) materials and possessions on the Facility.

C. The risk of claims, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment and component parts), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.

D. The risk of claims for injuries, damage or loss of any kind whether just or unjust of third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Contractor) arising or alleged to arise out of or in connection with the Contractor's operations or its performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance 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 provision of any statutes respecting suits against the Port Authority.

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

The making of final payment shall not release the Vendor from his obligations under this numbered clause. Moreover, neither the enumeration in this numbered clause nor the enumeration elsewhere in this Contact of particular risks assumed by the Vendor or of particular claims for which he is responsible shall be deemed (1) to limit the effect of the provisions of this numbered clause or of any other clause of this Contact relating to such risks or claims, (2) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this numbered clause or in any other clause of this Contact, or (3) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

## 21. **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 insurable obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering any autos in the following minimum limits of not less than:

**Commercial General Liability Insurance** - \$5,000,000 (Five Million) combined single limit per occurrence for bodily injury and property damage liability. Products

Liability or equivalent endorsement under CGL – of not less than \$2,000,000 (Two Million) per occurrence; for damage resulting from the product’s failure due to a mistake or deficiency in design, plan, or specifications of the indicated scope.

**Automobile Liability Insurance - \$2,000,000 (Two Million)** combined single limit per accident for bodily injury and property damage liability.

**Workers’ Compensation and Employers Liability Insurance – Statutory / \$1,000,000 (One Million) per accident.**

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 insurable liability assumed under the Contract;
- Independent Contractor’s Coverage;
- Premise-Operations, Products and Completed Operations Liability Insurance;
- The insurance coverage (including primary, excess and/or umbrella) hereinafter afforded by the Contractor and all subcontractor(s) shall be primary insurance and non-contributory with respect to the additional insureds;
- Excess/umbrella policies shall “follow form” to the underlying policy;
- Excess/umbrella policies shall have a liberalization clause with drop down provision;
- Coverage for explosion, collapse and underground property damage (XCU);
- All insurance policies shall include a Waiver of Subrogation, as allowed by law, in favor of the Additional Insureds;
- 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;
- 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 (for

completed operations work) or their equivalent and endorsed to and name The Port Authority of New York and New Jersey and its related entities, their Commissioners, Directors, Superintendents, officers, partners, employees, agents, their affiliates, successors or assigns, 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, 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 interest's clauses for all policies so that coverage will respond as if separate policies were in force for each insured. The Contractor is responsible for all deductibles or losses not covered by commercially procured insurance if related to a claim and Contractor's negligence. 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.

Any and all self-insured retentions shall be evidenced and approved by the Authority, and shall cover any liability imposed upon the Contractor and any and all subsidiaries with respect to all operations and obligations assumed by the Contractor and any and all subsidiaries. The Contractor represents that such program provides the additional insureds (as defined in the policy) 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 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 certificate of insurance and liability policy (ies) must contain the following endorsement for the above general liability coverages:

***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.***

Each general liability 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 with a copy to the General Manager, Risk Finance.

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

Within five (5) days after award of this Contract and prior to the start of work at the site, the Contractor(s) must submit an original certificate of insurance, to the Project Manager, Exigis as additional Certificate Holder: Port Authority of New York and New Jersey c/o EXIGIS Insurance Compliance Services P.O. Box 4668 - ECM #35050 New York, NY 10163-4668 and E-mail: certificates-portauthority@riskworks.com 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 title of this Contract, the P. A. Contract number, the notice of cancellation provisions, prior to the start of work. The Contractor(s) is/are 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 of the General Manager, Risk Management/Treasury, the Contractor shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing 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 within fifteen (15) days of 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 #5829N**

## **22. 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."

## **23. 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>

## **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 years old, the Rental equipment shall be exchanged for a newer model unit.

Example: A Rental piece delivered to the Port Authority in 2018 is a model year 2013, in 2019 the rental piece would no longer meet the contract terms and the unit would need to be exchanged for a 2014 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: Wheel Loader**

- Shall be a John Deere 644, Komatsu WA380 Wheel Loader, or approved equal, with a 4 yd<sup>3</sup> clamshell bucket. \*
- 30,124 lb. breakout force capacity, minimum.
- Automatic Transmission.
- Engine Block Heater.
- Enclosed cab with both heat and air conditioning.
- Equipped with a cab roof-mounted rotating beacon or equivalent warning light.
- Equipped with standard audible backup warning device.
- Equipped with placard indicating "Slow Moving Vehicle."
- Vehicle must have valid License Plates from New York or New Jersey for use on public roads as required by the States of NY and/or NJ.
- Vehicle must have an up-to-date state DMV inspection sticker, if required, and a valid original or duplicate state issued registration from the state in which the vehicle is registered.
- Vehicle shall have a valid insurance card as issued by the insurance company.
- Vehicle shall be equipped with manufacturer's standard roadway lighting necessary to conform to all Federal, State, and local requirements.

- Vehicle shall be equipped with all safety devices necessary to conform to all FMVSS, Federal, State, and local requirements.

All units must meet the requirements listed under Section 14 - **SAFETY**.

**\*Approved equals shall be determined by a designated Port Authority representative.**

**PART III - PRICING PAGES**

**CATEGORY I: Wheel Loader w/4 Yd<sup>3</sup> Clamshell Bucket**

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

**Declared Unit Net Asset Value (Cost of Vehicle minus depreciation): = \$ \_\_\_\_\_**  
 (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 in Section 17, **MAXIMUM RENTAL CHARGES OVER THE CONTRACT PERIOD**. 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**.)

**Rental and Transport Charges**

<b>Monthly Unit Rental Charge</b>		<b>Estimated number of rentals for 2 years**</b>		<b>Total</b>
\$ _____	X	120	=	“A” \$ _____

<b>Delivery Charge</b>		<b>Estimated number of Deliveries for 2 years**</b>		<b>Total</b>
\$ _____	X	48	=	“B” \$ _____

<b>Pick up Charge</b>		<b>Estimated number of Pick ups for 2 years**</b>		<b>Total</b>
\$ _____	X	48	=	“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.

**Wheel Loader**

**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.

<b>DELIVERY ADDRESS</b>	<b>DELIVERY ADDRESS</b>
<p>Port Authority of NY &amp; 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 <b>GPS: 40.731317,-74.04297</b></p>	<p>Port Authority of NY &amp; 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 <b>GPS: 40.853601,-73.96974</b></p>
<p>Port Authority of NY &amp; NJ Central Automotive Division JFK Int'l Airport - Automotive Shop Building 14 Jamaica, N.Y. 11430 Attn: Glen Greico Tel: (718) 244-4041 Fax: (718) 244-4438 <b>GPS: 40.650814,-73.809022</b></p>	<p>Port Authority of NY &amp; 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 <b>GPS: 40.769443,-73.888158</b></p>
<p>Port Authority of NY &amp; NJ Central Automotive Division Newark Liberty International Airport Automotive Shop 47-199 Brewster Rd Newark, NJ 07114 Attn: Sal D'Angelo Tel: (973) 961-6044 Fax: (973) 961-6530 <b>GPS: 40.703441,-74.154684</b></p>	<p>Port Authority of NY &amp; 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 <b>GPS: 40.764473,-74.022387</b></p>
<p>Port Authority of NY &amp; NJ Central Automotive Division Staten Island Bridges Automotive Shop 2777 Goethals Rd N Staten Island, NY 10303 Attn: Adam Blischke Tel: (718) 390-2546 Fax: (718) 273-7302 <b>GPS: 40.628633,-74.181393</b></p>	<p>Port Authority of NY &amp; NJ Central Automotive Shop 777 Jersey Avenue Jersey City, NJ 07310 Attn: Ron Westervelt Tel: (201) 386-6861 Fax: (201) 386-6871 <b>GPS: 40.731562,-74.044807</b></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 \_\_\_\_\_