



REQUEST FOR QUOTATION

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| Vendor No. Contact person/Telephone/Email Steven Joseph/212-435-4658/stjoseph@panynj.gov | Collective# / Bid Due Date 0000058670 / 09/12/2019 Bids must be received no later than 11:00 AM on the above Bid Due Date. Deliver Goods/Services To: PA Auto Marine Terminal Bayonne 00001 |
|--|--|

| Quantity | Description | Unit Price | Total |
|----------|--|----------------------|------------------------------|
| | Rental of Recycling Machine & Dust Collector for Various Port Authority Facilities in New York and New Jersey-Two (2) Year Requirements Contract. Contract to commence approximately on 9/16/19 -9/15/21 Contract Administrator: Sal Funaro Attachments: "Contract for the Rental of Recycling Machines & Dust Collectors" to be made part of this Contract. 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 a two (2) year period, commencing on date of award. Quantities shown are for bid evaluation only and constitute no guarantee what quantity, if any may actually be called for. In addition to signing this RFQ, please print the name of the authorized signatory: _____ | | |
| | PLEASE QUOTE FULLY DELIVERED PRICES | PAYMENT TERMS | Total Delivered Price |

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 |
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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-proposaladvertisements.html and download any addenda that might have been issued in connection with this solicitation. | | |
| | Recycling equipment rental contract The item covers the following services: recycling equipment rental contract | | |
| | PLEASE QUOTE FULLY DELIVERED PRICES | | |
| | PAYMENT TERMS | | |
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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 purchase of equipment, supplies and labor services. If this RFQ contains participation goals, the Vendor shall use good faith efforts to achieve the goals.

Good faith efforts to include and facilitate participation by MBE/WBEs shall include, but not be limited to the following:

- A. Dividing the services and materials to be procured into smaller portions, where feasible.
- B. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBE/WBEs as may be appropriate.
- C. Soliciting services and materials from a Port Authority certified MBE/WBE. To access the Port Authority's Directory of MBE/WBE Port Authority certified firms go to <http://www.panynj.gov/business-opportunities/sd-mwstdbe-profile.html>.
- D. Ensuring that provision is made to provide progress payments to MBE/WBEs as defined in the prompt payment provision below.
- E. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

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"). The Code will be made apart of any agreement resulting from this solicitation. The Code can be found at <https://www.panynj.gov/business-opportunities/become-vendor.html>.

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.

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 Recycling Machines & Dust Collectors**

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 with the Port Authority’s option to extend for One (1) addition year to supply rentals for a recycling machine and dust collector for use at the Port Authority’s facilities. The estimated maximum number of Recycling Machines to be rented at any given time is five (5) and four (4) Dust Collectors to be rented at any given time. The Port Authority does not guarantee the actual number of Recycling Machines and/or Dust Collectors that will be required during the term of this contract.

| Category | Description | Estimated Quantity |
|-----------------|---|---------------------------|
| I | Advanced Recycling System model C1 Recycling Machine or approved equal | 2 |
| II | Advanced Recycling System model DC20 Dust Collector or approved equal | 4 |
| III | Advanced Recycling System model S4 Recycling Machine or approved equal | 1 |
| IV | Advanced Recycling System model C2M Recycling Machine or approved equal | 2 |

* Estimated maximum number of units needed at any one time

2. DURATION

The initial term of this Contract shall be two (2) years, starting on or about September 16, 2019 The Port Authority shall have the option to extend this Contract for One(1) Year 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. The first 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 forty-eight (48) hours from telephone or email notification to the Vendor by the Contract Administrator or 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 fifty dollars (\$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 fifty dollars (\$50.00) per day from the total amount due on the next invoicing for any equipment left after this twenty-four (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 as delineated in **Part I, Section 14 – SAFETY** and **Part II, Specifications of this Agreement**. 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, and the Port Authority may also liquidate damages at fifty (\$50.00) per day 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. A Contract Administrator or Facility Representative may take pictures of the unit at delivery and/or pickup times. The Vendor must record all of the information below from the Contract Administrator or Facility Representative who accepts the rental unit: name, employee number, signature, date, time, and location of the delivery. The Vendor shall also supply the authorized Contract Administrator or Facility Representative with the following information, the serial number, property number, or other

discrete identifying aspects 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 checklist/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 checklist/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 damaged or missing item(s) not indicated on the signed checklist/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 checklist/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 Port Authority 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 Department of Transportation, Federal Motor Vehicle Safety Standards, 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 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 of the employee 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 an accident, intentional willful act or abuse. The Vendor shall perform all repairs within twenty-four (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 twenty-four (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 thirty (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 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 1/10th of the value of the original Declared Unit Value (Net Asset Value) listed for a vehicle that is more than Ten (10) years old. 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 2012 The Vendor lists a 2010 Case 590 Backhoe 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 \$55,000.00. The Vendor then supplies the 2010 Case 590 Backhoe to the Port Authority in the year 2012, the vehicles net asset value of \$55,000.00 will be reduced by 10

percent of the original net asset value per year old. This vehicle's imputed Net Asset Value is \$46,000.00.

When a rental cost to the Port Authority for an individual vehicle reaches the 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 reaches 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 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 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. 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 30 days of receipt of payment. 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.

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: 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. 6/1/03 to 6/30/03, 7/15/03 to 8/14/03)

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 arise 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 contract of particular risks assumed by the Vendor or of particular claims for which he is responsible shall be deemed (1) to limit the effect of the provisions of this numbered clause or of any other clause of this contract relating to such risks or claims, (2) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this numbered clause or in any other clause of this contract, or (3) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

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

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

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

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

- Contractual Liability to cover liability assumed under the Contract;
- Independent Contractor’s Coverage;
- Premise-Operations, Products and Completed Operations Liability Insurance;
- Coverage for Explosion, Collapse and Underground Property Damage (XCU)
- 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, 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 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 and 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. If any part of the insurance is self-insured, Contractor and its subcontractors agrees to treat all losses within the self-insured retention as though commercial insurance is in place, including provide defense to the Additional Insured. Furthermore, any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

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

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

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

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

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

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

The Port Authority may, at any time during the term of this Contract, change or modify the limits and coverages of insurance.

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 emailed to certificates-portauthority@riskworks.com and 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#6072N**

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 2015 is a model year 2010, in 2016 the rental piece would no longer meet the contract terms and the unit would need to be exchanged for a 2011 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 Category I: Recycling Machine

- Shall be an ARS Recycling Systems C1, or approved equal. *
- 1,200 CFM Positive displacement vacuum
- Two nozzle continuous blasting system
- 22 ft³ storage pot
- On-board 10KW generator
- After-cooler w/desiccant air dryer and filter for compressed air
- 17' trailer deck
- 125 hp diesel engine
- 50-gallon fuel tank
- Equipment 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.
- Equipment shall be equipped with manufacturer's standard roadway lighting necessary to conform to all 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.**

Specifications for Category II: Dust Collector

- Shall be an ARS Dust Collector DC20, or approved equal. *
- 20,000 CFM
- 6,300 ft² Filter media area
- Vertical elements
- 3.1:1 Air-to-Cloth ratio
- Rear Duct connections, two (2) 20" diameter
- 110-HP diesel engine
- Hydraulic auger drive
- 15' trailer deck
- 75-gallon fuel tank
- Electric brakes
- Equipment 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.
- Equipment shall be equipped with manufacturer's standard roadway lighting necessary to conform to all 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**

Specifications for Category III: Recycling Machine

- Shall be an ARS S4(4-pot) Recycler w/5,500 CFM blower or approved equal*.
- 5,500 CFM ,28” inch Hg vacuum w/10” piping
- Heavy Duty trailer w/ Anti-lock Air brakes
- 350 HP horsepower Diesel
- 225-gallon fuel tank
- Multi-stage cleaning system (magnetic separator, vibration tray, multistage air washing)
- 42” inch cyclone separator (pre filter)
- 40 X 55-gallon drum capacity of clean grit storage
- Simultaneous and continuous operation of blaster and recycler
- Operation of up to six (6) blast valves simultaneously
- Auto blow down blast system
- Storage bin auger for even grit feed
- Air Drying system; 3,000 CFM aftercooler, 1800 lb. capacity desiccant storage tank
- Equipment 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.
- Equipment shall be equipped with manufacturer’s standard roadway lighting necessary to conform to all 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.**

Specifications for Category IV: Recycling Machine

- Shall be an ARS C2M compact recycler, or approved equal. *
- 2,600 CFM 28" Hg Vacuum
- Tri axle trailer with Anti-lock brakes
- 200 HP Diesel engine
- 100 Gallon fuel tank
- Grit cleaning system w/ vibrating screen and Multi-Stage Air wash separators
- Air drying system w/ aftercooler and desiccant tank
- 2 Auto fill blast pots
- 11 X 55-gallon drum capacity of clean grit storage
- 15' inch trailer deck
- 75-gallon fuel tank
- Electric brakes
- Equipment 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.
- Equipment shall be equipped with manufacturer's standard roadway lighting necessary to conform to all 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**

CATEGORY I: Recycling Machine

Year _____ Make _____ Model _____

Declared Unit Net Asset Value (Cost of Vehicle minus depreciation): = \$ _____
 (See Section 17 – RECOVERY DUE TO A LOSS)

Maximum Asset Recovery Percentage _____ %
 (Percent used to calculate **MAXIMUM RENTAL CHARGES OVER THE CONTRACT PERIOD**, See Section 18) **(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 18, **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 19, **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 17, **RECOVERY DUE TO A LOSS**.)

Rental and Transport Charges

| Monthly Unit Rental Charge | Estimated number of rentals for 2 years** | Total |
|-----------------------------------|--|----------------|
| \$ _____ X | 18 | = "A" \$ _____ |

| Delivery Charge | Estimated number of Deliveries for 2 years** | Total |
|------------------------|---|----------------|
| \$ _____ X | 10 | = "B" \$ _____ |

| Pick up Charge | Estimated number of Pick-ups for 2 years** | Total |
|-----------------------|---|----------------|
| \$ _____ X | 10 | = "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.

CATEGORY II: Dust Collector

Year _____ Make _____ Model _____

Declared Unit Net Asset Value (Cost of Vehicle minus depreciation): = \$ _____
 (See Section 17 – RECOVERY DUE TO A LOSS)

Maximum Asset Recovery Percentage _____ %
 (Percent used to calculate **MAXIMUM RENTAL CHARGES OVER THE CONTRACT PERIOD**, See Section 18) **(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 18, **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 19, **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 17, **RECOVERY DUE TO A LOSS**.)

Rental and Transport Charges

| Monthly Unit Rental Charge | | Estimated number of rentals for 2 years** | | Total |
|-----------------------------------|---|--|---|--------------|
| \$ _____ | X | 24 | = | “A” \$ _____ |

| Delivery Charge | | Estimated number of Deliveries for 2 years** | | Total |
|------------------------|---|---|---|--------------|
| \$ _____ | X | 10 | = | “B” \$ _____ |

| Pick up Charge | | Estimated number of Pick-ups for 2 years** | | Total |
|-----------------------|---|---|---|--------------|
| \$ _____ | X | 10 | = | “C” \$ _____ |

TOTAL FOR TWO (2) YEARS - CATEGORY II = “D” \$ _____
 (Sum of “A”, “B” & “C”)

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

CATEGORY III: Recycling Machine

Year _____ Make _____ Model _____

Declared Unit Net Asset Value (Cost of Vehicle minus depreciation): = \$ _____
 (See Section 17 – RECOVERY DUE TO A LOSS)

Maximum Asset Recovery Percentage _____%
 (Percent used to calculate **MAXIMUM RENTAL CHARGES OVER THE CONTRACT PERIOD**, See Section 18) **(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 18, **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 19, **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 17, **RECOVERY DUE TO A LOSS**.)

Rental and Transport Charges

| Monthly Unit Rental Charge | | Estimated number of rentals for 2 years** | | Total |
|-----------------------------------|---|--|---|--------------|
| \$ _____ | X | 12 | = | “A” \$ _____ |

| | | Estimated number of Deliveries for 2 years** | | |
|------------------------|---|---|---|--------------|
| Delivery Charge | | | | |
| \$ _____ | X | 2 | = | “B” \$ _____ |

| | | Estimated number of Pick-ups for 2 years** | | |
|-----------------------|---|---|---|--------------|
| Pick up Charge | | | | |
| \$ _____ | X | 2 | = | “C” \$ _____ |

TOTAL FOR TWO (2) YEARS - CATEGORY III = “D” \$ _____
 (Sum of “A”, “B” & “C”)

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

CATEGORY IV: Recycling Machine

Year _____ Make _____ Model _____

Declared Unit Net Asset Value (Cost of Vehicle minus depreciation): = \$ _____
 (See Section 17 – RECOVERY DUE TO A LOSS)

Maximum Asset Recovery Percentage _____ %
 (Percent used to calculate **MAXIMUM RENTAL CHARGES OVER THE CONTRACT PERIOD**, See Section 18) **(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 18, **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 19, **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 17, **RECOVERY DUE TO A LOSS**.)

Rental and Transport Charges

| Monthly Unit Rental Charge | X | Estimated number of rentals for 2 years** | = | “A” | Total |
|-----------------------------------|----------|--|----------|------------|--------------|
| \$ _____ | X | 18 | = | “A” | \$ _____ |

| Delivery Charge | X | Estimated number of Deliveries for 2 years** | = | “B” | Total |
|------------------------|----------|---|----------|------------|--------------|
| \$ _____ | X | 10 | = | “B” | \$ _____ |

| Pick up Charge | X | Estimated number of Pick-ups for 2 years** | = | “C” | Total |
|-----------------------|----------|---|----------|------------|--------------|
| \$ _____ | X | 10 | = | “C” | \$ _____ |

TOTAL FOR TWO (2) YEARS - CATEGORY IV = “D” \$ _____
 (Sum of “A”, “B” & “C”)

TOTAL FOR BID EVALUATION PURPOSES ONLY. = “E” \$ _____
 (Sum of Categories I “D” + II “D” + III “D” + IV “D” = “E”)

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

Recycling Machine & Dust Collector

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.

| | |
|--|---|
| <p align="center">Port Authority of NY & NJ Newark Liberty International Airport Building 11, Automotive Shop Newark, NJ 07114 Attn: Sal D'Angelo Tel: 973-961-6042 Fax: 973-961-6530</p> | <p align="center">Port Authority of NY & NJ LaGuardia Airport Building 84, Automotive Shop Flushing, NY 11371 Attn: John Matsen Tel: 718-533-3570 Fax: 718-457-0382</p> |
| <p align="center">Port Authority of NY & NJ John F. Kennedy International Airport Building 14, Automotive Shop Jamaica, NY 11430 Attn: Glen Greico Tel: 718-244-4041 Fax: 718-244-8114</p> | <p align="center">Port Authority of NY & NJ George Washington Bridge 220 Bridge Plaza South Automotive Shop Fort Lee, NJ 07024 Attn: Nick Morin Tel: 201-346-4146 Fax: 201-346-8028</p> |
| <p align="center">Port Authority of NY & NJ Lincoln Tunnel 500 Blvd. East Automotive Shop Weehawken, NJ 07087 Attn: Reggie Bowers Tel: 201-617-8418 Fax: 201-553-9359</p> | <p align="center">Port Authority of NY & NJ Central Automotive Shop 777 Jersey Ave. Jersey City, NJ 07310 Attn: Ron Westervelt Tel: 201-386-6850 Fax: 201-386-6866</p> |
| <p align="center">Port Authority of NY & NJ Staten Island Bridges 2777 Goethals Road North Automotive Shop Staten Island, NY 10303 Attn: Adam Blischke Tel: 718-390-2546 Fax: 718-273-7302</p> | |