



**THE PORT AUTHORITY OF NY & NJ**

2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302

### REQUEST FOR QUOTATION

Contact person/Telephone  
Larry Waxman/201-395-3451

Collective# 0000032946 Bid Due Date 04/25/2013  
Bids must be received no later than 11:00 AM on the above Bid Due Date.

Deliver Goods/Services To:  
Newark Liberty International Airport  
Building 11 - Stockroom  
Newark NJ 07114

Quantity	Description	Unit Price		Total
	<p>EATON ELECTRICAL SERVICES AND SYSTEMS (EESS / EATON) FURNISH AND INSTALLATION OF PROGRAMMABLE LOGIC CONTROLLER.</p> <p>"NO EQUALS - NO SUBSTITUTES".</p> <p>EATON(PLC) PANELMATE OPERATIONAL DISPLAY FOR SWITCH HOUSE #3. WITH OEM SPECIFIC HARDWARE/SOFTWARE AND CUSTOM PROGRAMMING NECESSARY TO OPERATE THE OEM SWITCHGEAR.</p> <p>SEE SPECIFICATIONS / SCOPE OF WORK AND ATTACHED INSURANCE REQUIREMENTS.</p> <p>BIDDERS TO OFFER LUMP SUM PRICE FOR ALL ON / OFF SITE LABOR, EQUIPMENT, MATERIALS, SUPERVISION(INCLUDING AUTHORIZED EATON STAFF), OPERATION AND MAINTIANCE MANUAL, INSURANCE AS NECESSARY TO SUCESSFULLY FURNISH,DELIVER AND INSTALL THE PLC AT NEWARK LIBERTY INTERNATIONAL AIRPORT(EWR)</p>			
		<b>PAYMENT TERMS</b>		
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>	<b>Total Delivered Price</b>		

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

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

Signed \_\_\_\_\_  
Firm Name \_\_\_\_\_  
Telephone number \_\_\_\_\_ Date \_\_\_\_\_  
Fax Number \_\_\_\_\_  
Federal Taxpayer ID \_\_\_\_\_

Bidder  
Must  
Sign  
in  
Two  
Places

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

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

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



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1.000 PU	<p>This is a Formal Bid Invitation Mail Sealed Bids to:</p> <p>The Port Authority of NY &amp; NJ Attn: Bid Custodian Procurement Department 2 Montgomery Street, 3rd Floor Jersey City, NJ 07302</p> <p>by the date and time listed above, where it will be publicly opened and read.</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.</p> <p>If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document.</p> <p>A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.</p>				
PURCHASE / INSTALL PLC PER SPECIFICATION					
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	<p>QUOTE FOB DELIVERED PRICING ON ALL ITEMS. A price preference of 10 % is available for NY/NJ Minority and Women Business Enterprises (M/WBE) or 5% for NY/NJ Small Business Enterprises (SBE) certified by the Port Authority (PA) by the day before bid opening for awards not exceeding \$1,000,000. My firm was certified as a _____ on _____.</p> <p>SPECIFICATIONS / SCOPE OF WORK. Provide the following scope of products and services per the provided Sequence of Operation, State Table, and original control functionality.</p> <p>Provide the following programming, hardware, and field startup/commissioning of the new upgraded hardware which will be field installed on the existing Eaton LVA Switchgear Automatic Transfer Scheme. This requirement is based on retrofitting the existing Eaton Panelmate and D320 PLC to a new Eaton XP Operator Interface and providing new PLC hardware/platform.</p> <p>Provide the following redesign of the old hardware (D320 PLC &amp; Panelmate HMI) and provide the programming and integration of the current PLC hardware and operator interface products. These programs will be recreated utilizing new technology PLC and Visual Designer software's for a complete</p>				
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	<p>solution. The new PLC hardware will be provided under this proposal for installation by Eaton.</p> <p>Provide one 8.4" XP Operator Interface which will be mounted on the front door replacing the existing Eaton Panelmate HMI. The Eaton Operator Interface shall display breaker status, fault conditions, transfer status as well as the generator status in a Single-Line Graphical configuration. Each of the Mains, Tie, and Generator breakers has automatic control functionality as per the original system.</p> <p>The existing Eaton D320 PLC will be replaced with the current PLC products and program. The current control functionality and Sequence of Operation will be based on the document 'EWR-Switch House No. 3' (7/17/08) which will be incorporated into the new logic. Modifications to the new hardware architecture and program will be made to ensure original integrity of the system. Any functional modifications will need further review by Eaton.</p> <p>The original drawings will be red-lined to reflect the new additions and modification of the PLC hardware, I/O schematics, Operator Interface, and/or communications.</p> <p>The installation of all the components including the required wiring changes is to be included in quote. The new PLC hardware and Operator Interface will be shipped pre-programmed.</p>				
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	Include one site trip for three days for startup and commission and a four hour window for testing the Automatic Transfer Scheme. Training is not included in this scope of work but can be added upon request upon approval.				
	<b>PROVIDE LATEST OPERATION AND MAINTIANCE MANUAL.</b>				
	<b>Extended Warranty</b> Provide a EATON one-year warranty on the programming and new hardware provided under this scope of work which will begin no later than 30 days after startup.				
	<b>Assumption &amp; Clarifications</b> <ol style="list-style-type: none"> <li>The original program for the existing D320 PLC and Panelmate HMI will be provided.</li> <li>Monitoring or control of the feeder breakers is not included in this scope or work.</li> <li>All existing hardware must meet the original manufacturer's specifications to include the interposing relays, power distribution, and all controls.</li> <li>All existing field hardware, breakers, and switchgear must be fully tested before the execution of this project to ensure functionality and reliability.</li> <li>No functional modifications to the PLC program are included in this scope of work.</li> <li>All drawing revisions to the existing switchgear are to be included and the contractor shall provide a red-lined set of</li> </ol>				
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	drawings to show all modifications. 7. A set of Power Distribution drawings (Utility Single-lines, schematics, etc.) including all information on known power requirements, coordination study, standards, critical loads, etc. will be provided. 8. the bid offer must include all installation, supervision, and testing of the Automatic Transfer Scheme upgrade. 9. An outage (testing) will be scheduled to perform the final testing. This scope does not require a Black-Start test. 10. Provide 'M' registers for monitoring remotely (BY OTHERS). ---END---				
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## TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of \$100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764A, that it will honor a determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (201) 395-3405 or at <http://www.panynj.gov/business-opportunities/become-vendor.html>
12. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
13. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

Insurance Procured by the Contractor

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-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 owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - \$ 5 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 5 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name "The Port Authority of New York and New Jersey and its related entities, their commissioners, directors, officers, partners, employees and agents as additional insureds", including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured condition and severability of interests clause 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. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any maintenance/warranty/guarantee period.

The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:

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

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

Each policy above shall contain an endorsement that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port

Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

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

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), including but not limited to the cancellation notice endorsement and stating the agreement/contract number prior to the start of work. The General Manager, Risk Management 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 Management, 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, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority 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.

The requirements for insurance procured by the Contractor 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 Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. CITS#4263N

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