



# REQUEST FOR QUOTATION

<p>Contact person/Telephone <b>Shanta Nelson/201-395-3480</b></p>	<p><b>Collective#</b> 0000033525 <b>Bid Due Date</b> 06/11/2013 Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p><b>Deliver Goods/Services To:</b> JFK Auto Shop JAMAICA NY 11430 USA</p>
---	---

Quantity	Description	Unit Price	Total
	<p>MADVAC CR 100 VACUUM LITTER COLLECTION SYSTEM VEHICLE OR APPROVED EQUAL</p> <p>Supply And Deliver As Described In The Attached</p> <p>Attachments: "Specifications For:Madvac CR 100 Vacuum Litter Collection System Vehicle or Approved Equal", "Appendix A, Automotive Procurement Standard Contract Terms and Conditions", "Appendix B, Delivery Instructions for Manuals", "Appendix C, Delivery Location for Vehicle", "Appendix E, Vendor Detail Sheet", "Appendix F, Typical Layout of Port Authority Decals" and "Appendix G, Bidder's Pricing Sheets" are to be made part of this Contract.</p> <p>A price preference of 10% is available for NY/NJ Minority Business Enterprises (MBE) and 5% for NY/NJ Small Business Enterprises (SBE) Certified by the Port Authority (PA) by the day before bid opening for awards not exceeding \$1,000,000.00. My firm was certified by the PA 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 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.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Firm Name \_\_\_\_\_



# REQUEST FOR QUOTATION

Bid Due Date  
06/11/2013

Quantity	Description	Unit Price		Total	
	<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>				
	<p>Vacuum collection system vehicles</p>				
<p><b>PLEASE QUOTE FULLY DELIVERED PRICES</b></p>		<p><b>PAYMENT TERMS</b></p>	<p>Total Delivered Price</p>		

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.

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

Bidder  
 Must  
 Sign  
 In  
 Two  
 Places

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Firm Name \_\_\_\_\_



# REQUEST FOR QUOTATION

Bid Due Date  
06/11/2013

Quantity	Description	Unit Price		Total	
6	<p>The item covers the following services: Vacuum collection system vehicle</p>				
<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>		<b>PAYMENT TERMS</b>			
		Total Delivered Price			

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

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

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

Bidder  
Must  
Sign  
In  
Two  
Places

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Firm Name \_\_\_\_\_

## TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of \$100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764A, that it will honor a determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (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.

Port Authority of New York & New Jersey  
Central Automotive Division  
241 Erie Street, Room 307  
Jersey City, New Jersey 07310-1397

DATE: MARCH 18, 2013  
CODE: 043-4739-13

SPECIFICATIONS FOR:

MADVAC CR 100 VACUUM LITTER COLLECTION SYSTEM VEHICLE OR APPROVED EQUAL

TECHNICAL SPECIFICATIONS

1. GENERAL

THE VENDOR SHALL FURNISH AND INSTALL THE FOLLOWING EQUIPMENT AND ACCESSORY ITEMS AS DEFINED BELOW. THESE SPECIFICATIONS COVER THE FURNISHING OF THE LATEST PRODUCTION MODEL MADVAC CR 100 VACUUM LITTER COLLECTION SYSTEM VEHICLE OR APPROVED EQUAL.

THE UNIT AND ASSOCIATED COMPONENTS, FEATURES, AND EQUIPMENT SHALL BE FURNISHED COMPLETE AND READY FOR USE, AS FULLY REQUIRED BY THE TERMS OF THESE SPECIFICATIONS AND IN STRICT ACCORDANCE THEREWITH, EVEN IF NOT SPECIFICALLY ENUMERATED IN THESE SPECIFICATIONS. THE UNIT AND ALL EQUIPMENT SHALL BE THE MANUFACTURER'S LATEST CURRENT PUBLISHED STOCK MODEL(S), WHICH MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.

BIDS SHALL BE SUBMITTED IN DUPLICATE. THE VENDOR SHALL SUBMIT WITH ITS BID A COMPLETED VENDOR'S DETAIL SHEET (PROVIDED AT THE END OF THE SPECIFICATIONS) AND ALL OTHER BROCHURES, DATA SHEETS, CATALOGUES, DRAWINGS, AND TECHNICAL INFORMATION NECESSARY TO PERFORM A COMPLETE PRODUCT EVALUATION ALSO SUBMITTED IN DUPLICATE.

THE VENDOR SHALL COMPLETE THE BIDDER'S PRICING SHEET, APPENDIX G.

2. DESCRIPTION

SWEEPER VACUUM-LITTER COLLECTION VEHICLE WITH 4 WHEELS, FRONT WHEEL DRIVE BY MEANS OF HYDRAULIC WHEEL MOTORS, MADVAC CR100 OR APPROVED EQUAL, AND BE EQUIPPED WITH ALL EQUIPMENT AND COMPONENTS AS FURTHER DESCRIBED IN THESE SPECIFICATIONS.

3. DIMENSIONS

- OVERALL WIDTH: MAX. 43 IN. (1067 MM).
- TOTAL DRY WEIGHT: 3590 LBS. (1632 KG).
- GROUND CLEARANCE: 8 IN. (203 MM).
- WEIGHT DISTRIBUTION: 63% FRONT / 37% REAR.

4. PERFORMANCE

- PAYLOAD 1200 LBS (583 KG).
- FORWARD GROUND SPEED: MINIMUM 16 MPH. (25 KM/H).
- REVERSE GROUND SPEED: MINIMUM 6 MPH. (10 KM/H).
- GRADE ABILITY MINIMUM 25%.

5. BODY

- SQUARE STRUCTURAL TUBE MINIMUM 1.5 IN X 1.5 IN (38 MM X 38 MM) 14 GAUGE FULLY WELDED AND REINFORCED AT ALL STRESS POINT.
- HINGED SIDE DOORS FOR OIL COOLER AND RADIATOR ACCESS ON BOTH SIDES.
- ORIGINAL MANUFACTURER'S STANDARD COLOR
- 

6. ENGINE

- KUBOTA TURBO CHARGED, 3 CYLINDERS, WATER COOLED DIESEL, EPA TIER 3 , MINIMUM 31 HP .
- TWO STAGE CYCLONIC HIGH CAPACITY AIR FILTER.
- MINIMUM 10 US GALLON CAPACITY FUEL TANK.
- FUEL FILTER/ WATER SEPERATOR TO BE INSTALLED
- INSTALL CHAIN ON FILLER CAP TO PREVENT LOSS
- INSTALL GREEN LABEL WITH WHITE LETTERING STATING "DIESEL FUEL ONLY" AS CLOSE AS PRACTICAL TO THE FUEL FILLER NECK.INSTALL GREEN CAP ON GAS TANK FILLER NECK

ENGINE - NOISE

THE VEHICLE SHALL CONFORM TO FEDERAL, STATE, AND LOCAL NOISE CODES. THE SOUND LEVEL AT THE OPERATOR'S POSITION SHALL NOT EXCEED 83 dB(A).

7. DRIVE TRAIN

- SERVO-CONTROLLED HYDROSTATIC INFINITELY VARIABLE DISPLACEMENT IN BOTH FORWARD AND REVERSE TRANSMISSION DRIVE WITH TWO FRONT DRIVE WHEEL MOTORS.
- TIRES /RIMS -4 THE SAME SIZE THAT MEET WEIGHT RATING OF VEHICLE
- FORWARD INFINITELY VARIABLE SPEED FROM 0-16 MPH (0-25 K/PH).
- REVERSE 0-6 MPH (0- 10 K/PH).

8. ELECTRICAL SYSTEM

- 12 VOLT SYSTEM WITH A 105 AMP ALTERNATOR MINIMUM
- HEAVY-DUTY DEEP CYCLE 650 CCA BATTERY.
- TWO FRONT HEADLAMPS AT THE FRONT OF THE VEHICLE
- LAMPS FOR STOP/TURN/REVERSE
- FOUR WAY AMBER FLASHING HAZARD FRONT AND REAR.
- TWO ROTATING BEACONS- WHALEN L31 WITH BRUSH GUARD MOUNTED TO ROOF .
- AUDIBLE BACKUP ALARM

9. HYDRAULIC SYSTEM

- 10 MICRON FILTRATION STRAINERS ON THE RETURN OF THE OIL TANK.
- 10 MICRON HYDRAULIC SPIN ON TYPE OIL FILTER ON THE INTAKE OF THE OIL TANK.
- HYDRAULIC TANK WITH A BAFFLE SEPARATING INTAKE AND RETURN.
- HYDRAULIC OIL BY-PASS VALVE FOR TOWING. THE VALVE WILL BE EQUIPPED WITH A HANDLE FOR OPERATION WITHOUT TOOLS.
- HYDRAULIC TANK WILL HAVE A BREATHER AND AN ACCESSIBLE DRAIN.
- HYDRAULIC TANK WILL HAVE SIDE SEE THROUGH GLASS OIL LEVEL INDICATOR.
- HYDRAULIC LABEL TO BE INSTALLED NEXT TO HYDRAULIC FILLER LOCATION
- THE HYDRAULIC SYSTEM WILL BE FILLED WITH ISO 46 HYDRAULIC OIL.

10. VACUUM

- BOTTOM MOUNTED VACUUM FAN.
- STAINLESS STEEL 15" DIA FAN CONSTRUCTION.
- HIGH PERFORMANCE FAN SPEED FROM 0 TO 4000 RPM.
- FAN BALANCED STATIC AND DYNAMIC @ 4000 RPM.
- NO MATERIAL SHALL PASS THROUGH THE FAN.

11. CONTROLS AND CAB

- KEY IGNITION GLOW PLUG ON PRIOR TO STARTING THE ENGINE.
- INTERIOR DOME LIGHT.
- AIR CONDITIONING
- ELECTRO MICRO WIRE HEATED WINDSHIELD DEFROSTER
- AM/FM RADIO WITH CD PLAYER ,MP3 CONNECTOR AND MOUNTED SPEAKERS
- WORK LIGHTS MOUNTED ON POP UP ROOF
- FRONT WINDSHIELD PROTECTION
- REAR VIDEO CAMERA SYSTEM WITH COLOR MONITOR MOUNTED ON DASH
- HORN ON DASH BOARD.
- HEATER / DEFROSTER 2 SPEED.
- 2 SPEED WIPER & WINDSHIELD WASHER.
- FULLY ADJUSTABLE COMFORT CAPTAIN SUSPENSION SEAT & RETRACTABLE SEAT BELT.
- TILT POWER STEERING COLUMN.
- FULL VENTILATION, POP UP ROOF & PIVOTING SIDE WINDOWS.
- FLOOR WINDOW WITH GRILL FOR FULL VISION.
- AUDIBLE ENGINE WARNING SYSTEM
- ERGONOMIC SIX POSITION JOY STICK FOR THE ROBOTIC ARM
- 10 POUND CLASS ABC FIRE EXTINGUISHER MOUNTED IN CAB

12. ROBOTIC ARM

- SUCTION THROUGH A HOSE AT THE FRONT MOUNTED ON A ROBOTIC TYPE ARM WITH HYDRAULIC PROPORTIONAL ROBOTIC VALVES, 6 POSITIONS JOY STICK UP / DOWN, RIGHT / LEFT AND IN / OUT
- VACUUM FAN TO HAVE A STATIC PRESSURE @CLOSE INLET OF 30 IN. OF WATER GAUGE (7.472 KPA)
- MINIMUM AIR SPEED OF 6500 FT/MIN
- 8 IN. (203MM) NOMINAL HEAVY DUTY BLACK VACUUM HOSE
- RIGHT SIDE SUPPORT FOR HOSE STORAGE IN TRANSPORT MODE
- THE FOOT OF THE VACUUM HOSE WILL BE CONSTRUCTED OF HEAVY METAL FOR SHOCK AND ABRASION RESISTANCE
- WORK ANGLE TO BE 160 DEGREES WITH STOPPERS AT EACH END
- WAND HOSE SIX INCH DIAMETER BY FIFTEEN FEET LONG

13. LITTER CONTAINER

- LITTER COMPACTED IN CONTAINER.
- STAINLESS STEEL CONTAINER.
- STAINLESS STEEL SCREENS.
- COLLECTION CAPACITY MINIMUM 1.0 CUBIC YARDS.
- MINIMUM PAYLOAD 1200 LBS (583KG).
- MINIMUM TIPPING ANGLE WITH AUTOMATIC DOOR OPENING 52-DEGREE.
- HOPPER SHALL BE FULLY HYDRAULICALLY OPERATED
- SHIFTER MUST BE IN NEUTRAL POSITION AND PARKING BRAKES ON TO ACTIVATE THE HOPPER LIFT SWITCH
- AN INTERLOCK SAFETY SYSTEM TO STOP THE ROTATION OF THE VACUUM FAN ONCE THE HOPPER LIFT SWITCH IS ACTIVATED
- MINIMUM DUMPING HEIGHT 60 IN (1524 MM).

14. DECALS / REFLECTIVE TAPE:

THE VEHICLE SHALL BE EQUIPPED WITH PORT AUTHORITY SUPPLIED FLEET NUMBERING AND DECALS. THE LETTERING DECAL MATERIAL SHALL BE BLUE REFLECTIVE. THE ENGINEER WILL REVIEW THE DETAILS AND LOCATION OF ALL NUMBERING AND DECALS WITH THE VENDOR AT THE TIME OF COMPLETION. THE VENDOR WILL BE EXPECTED TO INSTALL THE FOLLOWING AS SHOWN IN APPENDIX F:

**A. NUMBERING AND DECALS:**

- YELLOW, 5" WIDE 3M TAPE BORDERED WITH ¼" BLUE STRIPE ON EACH SIDE (FRONT TO REAR) OF THE VEHICLE ALONG THE CENTER OF VEHICLE (WHERE APPLICABLE)
- TWO (2) SETS OF 4" HIGH FIVE (5) DIGIT BLUE PORT AUTHORITY FLEET VEHICLE NUMBERS ON EACH SIDE OF THE VEHICLE AT THE TOP REAR (SEE APPENDIX F PHOTO)
- TWO (2) SETS OF 1½" HIGH FIVE (5) DIGIT BLUE PORT AUTHORITY FLEET VEHICLE NUMBERS ON THE FRONT AND REAR OF THE VEHICLE AND ON THE DASHBOARD
- PORT AUTHORITY LOGO CENTERED ON EACH SIDE DOOR
- FACILITY LOGO ON THE REAR OF EACH FRONT DOOR
- RED/SILVER BARRICADE REFLECTIVE STRIPING MATERIAL TO COVER ENTIRE REAR AREA AS DESIGNATED BY THE ENGINEER
- PORT AUTHORITY DECAL AND NO SMOKING SIGN ON DASHBOARD
- 1" HIGH FIVE DIGIT WHITE PORT AUTHORITY FLEET VEHICLE NUMBER ON DASHBOARD PA DECAL

**B. OTHER VEHICLE MARKINGS – PROVIDED BY THE VENDOR:**

- ALL OTHER VEHICLE STRIPING, MARKINGS, AND LABELS REQUIRED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL STANDARDS AND REGULATIONS

15. OPEN END OPTION

AS USED IN THIS CLAUSE:

"MODEL YEAR" SHALL MEAN THE VEHICLE MODEL YEAR OF THE MANUFACTURER OF THE VEHICLES ENDING ON THE PRODUCTION CUT-OFF DATE FOR THE VEHICLES. IN THE EVENT THERE IS NO DEFINED MODEL YEAR OR PRODUCTION CUT-OFF DATE FOR THE VEHICLES, THEN FOR PURPOSES OF THIS NUMBERED CLAUSE "MODEL YEAR" SHALL MEAN THE PERIOD COMMENCING ON THE DATE OF THE PORT AUTHORITY'S ACCEPTANCE OF THE VENDOR'S BID AND ENDING ON THE THREE HUNDRED SIXTY-FIFTH (365<sup>TH</sup>) DAY THEREAFTER.

"INITIAL MODEL YEAR" SHALL MEAN THE MODEL YEAR APPLICABLE ON THE PORT AUTHORITY'S DATE OF ACCEPTANCE OF THE VENDOR'S BID.

"SUBSEQUENT MODEL YEARS" SHALL MEAN THE THREE (3) CONSECUTIVE ANNUAL PERIODS IMMEDIATELY FOLLOWING THE INITIAL MODEL YEAR.

INITIAL MODEL YEAR: BY WRITTEN NOTICE FROM THE DIRECTOR OR A DULY AUTHORIZED REPRESENTATIVE TO THE VENDOR GIVEN AT ANY TIME DURING THE INITIAL MODEL YEAR, THE PORT AUTHORITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PURCHASE FROM THE VENDOR ADDITIONAL UNIT(S) OF INITIAL MODEL YEAR VEHICLES ORIGINALLY PURCHASED HEREUNDER AT THE SAME UNIT PRICES, CONFORMING TO THE SAME SPECIFICATIONS, AND UPON THE SAME TERMS AND CONDITIONS AS CONTAINED HEREIN WITH RESPECT TO SUCH VEHICLES.

SUBSEQUENT MODEL YEARS: FOR UP TO THREE SUBSEQUENT MODEL YEARS, BY WRITTEN NOTICE FROM THE DIRECTOR OR A DULY AUTHORIZED REPRESENTATIVE TO THE VENDOR, THE PORT AUTHORITY SHALL HAVE THE FURTHER RIGHT, BUT NOT THE OBLIGATION, TO PURCHASE FROM THE VENDOR ADDITIONAL UNIT(S) OF VEHICLE(S) ORIGINALLY PURCHASED HEREUNDER BUT OF SUBSEQUENT MODEL YEARS AT THE SAME UNIT PRICES BUT AS ADJUSTED AS SET FORTH BELOW, CONFORMING TO THE SAME SPECIFICATIONS, AND UPON THE SAME TERMS AND CONDITIONS AS AMENDED BY THE FOLLOWING:

- A. IF PRICE CHANGES ARE IN EFFECT FOR SUCH VEHICLES DURING THE SUBSEQUENT MODEL YEARS, THE VENDOR MAY, WITHIN TEN (10) DAYS FOLLOWING THE RECEIPT OF THE PORT AUTHORITY'S NOTICE OF EXERCISE OF THIS OPTION, SUBMIT A REQUEST TO THE PORT AUTHORITY FOR THE APPLICATION OF PRICE CHANGES TO THE ADDITIONAL UNIT(S) PROPOSED TO BE PURCHASED.

ALL SUCH REQUESTS MUST INCLUDE AN APPROPRIATE EXPLANATION AND JUSTIFICATION FOR SUCH PRICE CHANGES, INCLUDING THE PUBLISHED PRICE LISTS FOR THE VEHICLES AND THEIR COMPONENTS IN EFFECT AT THE TIME OF THE VENDORS ORIGINAL BID HEREUNDER, THE EQUIVALENT PUBLISHED PRICE LISTS FOR THE VEHICLES AND THEIR COMPONENTS IN EFFECT AT THE TIME OF THE PORT AUTHORITY'S NOTICE, AND ANY ADDITIONAL EVIDENCE WHICH THE PORT AUTHORITY DEEMS NECESSARY FOR ITS EVALUATION OF THE VENDOR'S REQUEST FOR THE PRICE CHANGES.

- B. NO PRICE CHANGES SHALL EXCEED THE CHANGE IN THE PRICE CALCULATED UTILIZING THE CONSUMER PRICE INDEX FOR URBAN CUSTOMERS (CPI-U); SERIES ID: CUURA101SASL2RS; NOT SEASONALLY ADJUSTED; NEW YORK – NORTHERN NEW JERSEY – LONG ISLAND, NY-NJ-CT-PA AREA; ALL ITEMS LESS SHELTER; 1982=100, PUBLISHED BY THE BUREAU OF LABOR STATISTICS OF THE UNITED STATES DEPARTMENT OF LABOR (HEREIN CALLED THE "PRICE INDEX").

THE VENDOR SHALL INCLUDE ALL BACKUP MATERIALS AND CALCULATIONS WITH THE REQUEST FOR INCREASED PRICING.

- C. SPECIFICALLY, THE REQUESTED PRICE ADJUSTMENT MAY NOT EXCEED THE PERCENTAGE CHANGE IN THE CONSUMER PRICE INDEX BY USING AS THE NUMERATOR THE INDEX THREE MONTHS PRIOR TO THE MOST RECENT ANNIVERSARY OF THE CONTRACT, AND AS THE DENOMINATOR THE SAID INDEX THREE MONTHS PRIOR TO THE COMMENCEMENT OF THE CONTRACT. THIS ADJUSTMENT LIMITATION SHALL APPLY FOR EACH SUBSEQUENT MODEL YEAR. THE NEW PRICES SHALL REMAIN CONSTANT FOR ALL SUBSEQUENT PURCHASES MADE IN THE SAME MODEL YEAR. IN THE EVENT THE SAID INDEX IS NO LONGER PUBLISHED OR ITS BASIS IS CHANGED, THE PARTIES SHALL IN GOOD FAITH CHOOSE A SUBSTITUTE INDEX OF AGREE ON ANOTHER BASIS FOR ESCALATION.

NOTWITHSTANDING THE ABOVE TERMS AND CONDITIONS, WITHIN SIXTY (60) DAYS FOLLOWING ITS RECEIPT OF THE FOREGOING SUBMISSION OF THE PRICE ADJUSTMENT REQUEST, THE PORT AUTHORITY SHALL HAVE THE RIGHT, IN ITS SOLE DISCRETION, TO REJECT THE PRICE CHANGES AND WITHDRAW ITS OFFER TO PURCHASE THE ADDITIONAL UNIT(S). THE REJECTION OF THE VENDOR'S REQUEST FOR PRICE CHANGES SHALL BE IN WRITING.

NOTHING IN THIS NUMBERED CLAUSE SHALL BE CONSTRUED TO OBLIGATE THE PORT AUTHORITY TO PURCHASE ANY ADDITIONAL UNIT(S) OF VEHICLE(S), OR ANY MINIMUM NUMBER OF ADDITIONAL UNIT(S) OF VEHICLE(S), FROM THE VENDOR, OR TO PRECLUDE THE PORT AUTHORITY FROM PURCHASING ANY ADDITIONAL VEHICLES FROM ANY OTHER SOURCE WHATSOEVER USING SUCH PROCUREMENT METHODS AS IT MAY IN ITS SOLE DISCRETION DEEM APPROPRIATE TO BEST SERVE THE PUBLIC INTEREST.

THE VENDOR REPRESENTS THAT THE LAST DAY ON WHICH ORDERS MAY BE PLACED FOR THE MODEL YEAR CURRENTLY IN EFFECT IS:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(DATE TO BE INSERTED BY VENDOR)

ACKNOWLEDGED FOR VENDOR:

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## **APPENDIX A**

Port Authority of New York & New Jersey  
Central Automotive Division  
241 Erie Street, Room 307  
Jersey City, New Jersey 07310-1397

Date: March 18, 2013  
Code: 043-4739-013

### **AUTOMOTIVE PROCUREMENT STANDARD CONTRACT TERMS AND CONDITIONS**

#### **1. Intent**

These specifications cover the furnishing of Madvac CR100 Vacuum Litter Collection Vehicle or approved equal and all equipment and components as described in these specifications.

#### **2. Definitions**

##### Director:

For the purposes of this agreement, Director shall mean the director of procurement of the Port Authority for the time being, or her authorized representative or successor in duties, acting personally.

##### Engineer:

As used in this agreement, the term "Engineer" shall mean the manager of the Central Automotive Division of the Port Authority, acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them.

##### Manager:

As used in this agreement, the term "Manager" shall mean the manager of the Commodities and Services Division of the Port Authority acting either personally or through her duly authorized representatives acting within the scope of the particular authority vested in them.

#### **3. Vendor Requirements**

The vendor must have or be closely associated with an adequate, as determined by the Engineer, service facility staffed by trained and experienced service personnel and a stock of repair parts suitable for a timely response to the Authority's vehicle service requirements. All warranty work that requires more than one half a day ( 4 hours) must be performed at the vendor's designated repair site. All costs of moving the vehicle to and from this repair site are to be at the vendor's expense, and included in the warranty. Warranty work that requires less than one half day's work may be performed at the local automotive shop with permission from the shop supervisor, and prior notification and mutually agreeable scheduling. In such instances, vendor staff must work cooperatively with Port Authority shop personnel in accordance with agency labor agreements.

#### **4. Engineer's Authority**

In the performance of the Work hereunder, the Vendor shall conform to all orders, directions and requirements of the Engineer and shall perform the Work hereunder to the satisfaction of the Engineer at such times and places, by such methods and in such manner and sequence as he/she may require, and the Contract shall at all stages be subject to his/her inspection. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Vendor shall employ no equipment, materials, methods or staff or personnel to which the Manager objects. Upon request, the Engineer shall confirm in writing any oral order, direction, requirement or determination.

The Engineer shall have the authority to decide all questions in connection with the Services to be performed hereunder. The exercise by the Engineer of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Vendor.

#### **5. General Requirements**

The unit and associated equipment shall be furnished complete and ready for use, all as more fully required by the terms of these specifications and in strict accordance therewith.

The unit and all equipment shall be the manufacturer's latest current published stock model(s) which meet the requirements of these specifications. The vendor shall submit with its bid all the brochures, drawings, and technical information necessary for a complete product evaluation.

#### **6. Tax Exemptions And Indemnity - Customs Duties**

Sales to the Port Authority, as the governmental instrumentality of the states of New York and New Jersey, are exempt from taxation, either state or municipal, in those two states, and also from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code is No. 13-730079k. The vendor therefore certifies that there are no such taxes included in the prices quoted herein. The vendor should retain a copy of this agreement to substantiate the exempt sale. If, however, any sales tax, use tax, or excise tax is imposed by congress, by a state or any political sub-division thereof is now or hereafter applicable to the sale of the units to the Port Authority, such taxes will be reimbursed by the Port Authority, subject to the provisions of the tax indemnity below. In addition, the vendor shall bear all customs duties or imposts and all export duties or imposts, if any, resulting from or in connection with the performance of this agreement.

#### **7. Tax Indemnity**

If any claim is made against the vendor by a governmental Authority for the taxes as stated above, then the Port Authority will reimburse the vendor in an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that:

The vendor has complied with such rules and regulations as may have been promulgated relative to the claiming of any exemption from such taxes and has filed all the forms and certificates required by the applicable laws, rules, and regulations in connection therewith; and

The Port Authority is afforded the opportunity, before any payment of tax is made, to contest said claim in the manner and to the extent that the Port Authority may choose and to settle or satisfy said claim, and such attorney as the Port Authority may designate is authorized to act for the purpose of contesting, settling, and satisfying said claim; and the vendor gives immediate notice to the Port Authority of any such claim, cooperates with the Port Authority and its designated attorney in contesting said claim and furnishes promptly to the Port Authority and said attorney all information and documents necessary or convenient for contesting said claim.

If the Port Authority elects to contest any such claim, it will bear the expense of such contest.

## **8. Insurance Procured By Vendor**

The vendor 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 vendor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the vendor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

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

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

**Garage-keepers' Legal Liability - \$200,000 per location in the Comprehensive Form (IF APPLICABLE)**

In addition, the liability policy (ies) shall name The Port Authority of NY and NJ and its wholly owned entities, as additional insured, including but not limited to premise-operations, products-completed operations on the Liability Policies. 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 insureds condition and severability of interests so that coverage will respond as if separate policies were in force for each insured. Furthermore, the vendor's insurance shall be primary insurance as respects to the above additional insured (s), its representatives, officials, and employees. Any insurance or self insurance maintained by the above additional insured (s) shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/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 vendor 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 vendor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), 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 vendor 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 vendor 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 vendor 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 vendor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Vendor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the vendor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the vendor against the obligations imposed on them by law or by this or any other contract. CITS #4229N – Madvac Vacuum Litter Collection Vehicle.

#### **9. Dealer Obligation To Order Vehicle(s)**

Upon award of contract, the dealer shall take all actions necessary to facilitate on-time delivery. The dealer shall submit written proof to the Engineer within 14 days after award of contract that the vehicle(s) have been ordered. This proof shall consist of valid purchase order(s) or factory order and acceptance with production slot information from the factory. Failure to place a valid and binding order within the 14 days shall be cause for the Authority to cancel the contract without any further obligation to the dealer.

#### **10. Pre-Manufacturing Meeting**

At the Engineer's request, there will be a pre-manufacturing meeting prior to ordering/building the vehicles. It will take place at a Port Authority location and will involve Vendor personnel that are directly involved with vehicle ordering/manufacturing. At this time, the Vendor shall give the Port Authority the appropriate phone numbers, email and contact person(s) at to enhance the communication during the construction process. At the meeting they will discuss the placement of decals, radios, lights and various other systems that will be installed by the vehicle manufacturer and/or the Port Authority.

## **11. Title To Units**

Upon delivery and payment for each vehicle, all portions of the vehicle and all components installed on the vehicle, which had not previously become Port Authority property under the provisions of paragraph no. 5 shall become the property of the Port Authority. The vendor shall furnish to the Port Authority all such bills of sale and certificates of title or origin and other instruments as may be required, assuring the Authority of title to all materials free of liens and other encumbrances.

## **12. Final Payments**

After the satisfactory delivery of all equipment whatsoever required to be sold, the making of such tests and inspections as may be necessary or desirable and instructing personnel in the operation and maintenance of the equipment furnished hereunder, and the doing of all other things by the vendor as required by this contract, the vendor shall provide to the Engineer a certificate of completion. The certificate of completion shall be a written letter from the vendor to the Engineer certifying that all equipment under this contract, including extra materials and services, and all other matters, have been provided or delivered and performed in accordance with the specifications and the requirements of the Engineer.

The certificate of completion shall not be construed to constitute an extension of the vendor's time of performance in the event that he has failed to complete the sale in accordance with the terms of this contract. Moreover, the acceptance of the certificate of completion by the Port Authority shall not operate to release the vendor from any obligation under this contract.

After the Engineer receives and accepts the certificate of completion and an invoice for each vehicle/equipment with all other required documents, within thirty (30) days the Port Authority will pay to the vendor by check a payment of an amount equal to the total price of the said vehicle/equipment plus any other costs for changes and extras, in accordance with the requirements stipulated in the paragraph entitled "changes and extras," less any payments already made in connection with said vehicle/equipment, and subject to any monetary deductions, as determined solely by the Port Authority.

The acceptance by the vendor, or by anyone claiming by or through him, of the said payment, shall be and shall operate as a release to the Port Authority of all claims and of all liability to the vendor for all things done or furnished in connection with the sale and for every act and neglect of the pa and others relating to or arising out of the sale, including claims arising out of breach of contract and claims based on claims of third persons.

The vendor's contract as provided in the immediately preceding paragraph above shall be deemed to be part of the consideration forming part of this contract as a whole and not to be gratuitous; but in any event even if deemed gratuitous and without consideration, such contract as provided in the immediate preceding paragraph above shall nevertheless be enforceable. Such release shall include all claims, whether or not in litigation and even though still under consideration by the authority. Such release shall be effective notwithstanding any purported reservation of rights by the vendor to preserve such claim. The acceptance of any check designated as "final payment" or bearing any similar designation shall be conclusively presumed to demonstrate the intent of the vendor that such payment was intended to be accepted as final, with the consequences provided in this numbered clause. The vendor agrees that he shall not be entitled to, and hereby waives any right he might otherwise have to, and shall not seek any judgment whether under this contract or otherwise for any such final payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of this numbered clause or have the effect in any way of entitling the vendor to accept such final payment or an amount equivalent thereto or based thereon or any part thereof other than the same fashion as a voluntary acceptance of a final payment subject to all the terms of this contract including this numbered clause, unless and until the vendor should obtain a judgment on any claim arising out of or in connection with this contract (including

a claim based on breach of contract) for an amount not included in said final payment. In any case in which interest is allowable on the amount of the final payment, such interest shall be at the rate of 6% per annum for the period, if any, in which such interest is due.

### **13. Changes And Extras**

The Vendor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Engineer. "Extra Work" as used herein shall be defined as work which differs from that expressly or impliedly required in the Specifications in their present form.

The Vendor is to supply the amount of materials, supplies, equipment and personnel required by the Engineer within twenty four (24) hours following receipt of written or verbal notice from the Engineer or, in the case of an emergency as determined by the Engineer, within four (4) hours following his receipt of the Engineer's written or oral notification.

Compensation for such Extra Work shall be determined by mutual agreement between the Engineer acting personally and the Vendor. However, should the parties fail to reach such an agreement, the Vendor's compensation shall be increased by the following amounts and such amounts only:

In the case of Extra Work performed by the Vendor itself, an amount equal to the actual net cost in money of (a) labor required for such Extra Work, plus ten percent (10%) of such net cost, (b) materials required for such Extra Work plus five percent (5%) of such net cost, and (c) such rental for equipment (other than small tools) required for such Extra Work as the Engineer deems reasonable.

In the case of Extra Work performed by a subvendor, an amount equal to the sum of (a), (b) and (c) above, plus an additional five percent (5%) provided that any such Subcontract has been approved, in advance, by the Engineer.

As used in this numbered clause:

"Labor" means laborers and supervisors directly employed at the Site of the Work subject to the Engineer's authority to determine what employees of any category are required for "Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages. "Employees" as used above means only the employees of one employer.

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Vendor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Vendor is the manufacturer or producer thereof, the reasonable cost to the Vendor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any. The cost of all Extra Work performed by the Vendor shall not exceed six percent (6%) of the Estimated Total Contract Price of this Contract unless otherwise expressly authorized in writing by the Engineer. These funds shall be used only when necessary and are not routinely spent as part of the Contract.

The Vendor shall submit all reports, records and receipts as are requested by the Engineer so as to enable him to ascertain the time expended in the performance of Extra Work, the quantity of labor and materials used therein and the cost of said labor and materials to the Vendor.

The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

**14. Times For Performance**

The vendor shall complete the performance of the delivery and acceptance of the complete units, as described in the clause hereof entitled "Delivery." The vendor's obligation for the performance within the times provided for in this contract is of the essence of this contract. The vendor guarantees that he can and will complete such performance within the times hereinbefore stipulated or within the times as extended in accordance with the terms of this contract. Inasmuch as the damage and loss to the Authority, resulting from delay in completing the vendor's performance within the times herein stipulated, will include items of loss whose amounts will be incapable or very difficult to accurately estimate, the damages to the Authority for each calendar day, by which the vendor does not complete his performance within the times above stipulated, or within such times as extended in accordance with the terms of this contract, shall be liquidated in the sum of two hundred and fifty dollars (\$250.00) per calendar day per vehicle for each day (including Saturdays, Sundays, and holidays) that the vendor fails to meet the final date established for delivery of such vehicle.

**15. Intellectual Property**

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks and copyrights, collectively hereinafter referred to as the "intellectual property rights" in the performance of the work shall be obtained by the vendor without separate or additional compensation. The vendor shall indemnify the Port Authority against and save it harmless from all loss and expense incurred as a result of any claims in the nature of intellectual property rights infringement arising out of the Port Authority's use, in accordance with the immediately preceding statement, of any protected intellectual property rights. The vendor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Port Authority be enjoined either temporarily or permanently from the use of any subject matter as to which the vendor is to indemnify the Port Authority against infringement, then the Port Authority may, without limiting any other rights it may have, require the vendor to supply temporary or permanent replacement facilities approved by the Engineer, and if the vendor fails to do so the vendor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to the Port Authority or take such steps as may be necessary to insure compliance by the Port Authority with said injunction, to the satisfaction of the Port Authority.

**16. Vendor's Warranties**

The vendor represents and warrants:

- A. That it is financially solvent, that it is experienced in and competent to perform the requirements of this contract, that the facts stated or shown in any papers submitted or referred to in connection with its proposal are true, and, if the vendor be a corporation, that it is authorized to perform this contract;
- B. That it has carefully examined and analyzed the provisions and requirements of this contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this contract, the general and local conditions and all other matters which in any way affect this contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;

- C. That the contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;
- D. That no commissioner, officer, agent, or employee of the authority is personally interested directly or indirectly in this contract or the compensation to be paid there under;

That, except only for those representations, statements or promises expressly contained in this contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the authority, its commissioners, officers, agents, employees, or consultants has induced the vendor to enter into this contract or has been relied upon by the vendor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this contract; (2) the nature, quantity, quality, or size of the materials, equipment, labor, and other facilities needed for the performance of this contract; (3) the general or local conditions which may in any way affect this contract or its performance; (4) the price of the contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

**17. Rights Of The Port Authority**

If the vendor is guilty of any breach hereof, the Port Authority shall be entitled:

- A. To withhold out of monies otherwise due such sums as the Engineer deems necessary to protect it from loss or delay and to apply such sums for the vendor's account as the Engineer deems best to secure such protection.
- B. To have any work completed for the vendor's account either itself or through others.
- C. To cancel this contract as to all or any part of the uncompleted portion thereof.
- D. To obtain specific performance, an injunction or any other appropriate equitable remedy.
- E. To money damages
- F. To exercise any other appropriate right or remedy at law or in equity.

For the purpose of this contract, breach shall include, but shall not be limited to, the following, whether or not the time has yet arrived for performance of an obligation under this contract: a statement by the vendor to the authority indicating that he cannot or will not perform any one or more of his obligations under this contract; any act or omission of the vendor or any other occurrence which makes it improbable at the time that he will be able to perform any one or more of his obligations under this contract; any suspension of or failure to proceed with any part of the work by the vendor which makes it improbable at the time that he will be able to perform any one or more of his obligations under this contract; any false certification at any time by the vendor as to any material item certified pursuant to the clauses of the information for bidders entitled "certification of no investigation (criminal or civil anti-trust), indictment, conviction, suspension, debarment, disqualification, prequalification denial or termination, etc; disclosure of other required information" and "non-collusive bidding and codes of ethics certification; certification of no solicitation based on commission, percentage, brokerage, contingent fee or other fee", or the willful or fraudulent submission of any signed statement pursuant to such clauses which is false in any material respect; or the vendor's incomplete or inaccurate representation of its status with respect to the circumstances provided for in such clauses.

The enumeration in this numbered clause or elsewhere in this contract of specific rights and remedies of the authority shall not be deemed to limit any other rights or remedies which the authority would have in the absence of such enumeration or act as a waiver of any other of its rights or remedies not inconsistent therewith or to stop it from exercising such other rights or remedies.

## **18. Rights Of The Vendor**

Inasmuch as the vendor can be adequately compensated by money damages for any breach of this contract, which may be committed by the authority, the vendor expressly agrees that no fault, act or omission of the authority shall constitute a material breach of this contract, entitling him to cancel or rescind it or to suspend or abandon performance.

## **19. Assignments**

The vendor shall not delegate, assign, or otherwise transfer this contract or any rights or obligations hereunder or any monies due or to become due hereunder without the express written consent of the Port Authority. The vendor may, however, subcontract portions of the work to be performed provided that the Engineer expressly so permits in writing. No subVendor shall have any rights against the Port Authority and all subVendors shall be deemed the vendor's agents.

No delegation of performance by the vendor shall relieve the vendor either of the duty to perform or of any liability for breach.

## **20. Entire Agreement**

The agreement between the Port Authority and the vendor consists of this document and constitutes the complete and exclusive statement of the terms of the agreement between the parties, and the agreement may not be explained or supplemented by course of dealing, usage of trade, or course of performance; and this document shall supersede all other communications, written or oral. This document includes the proposal, the information for bidders, the form of contract, the specifications, the vendor's detail sheets, any written addenda issued over the name of the Director, all other documents required to be submitted by the vendor with its proposal, and the Authority's acceptance of the vendor's proposal.

## **21. Changes In Agreement**

Except as specifically provided in the clause hereof entitled "rights of the Port Authority," no change in or termination or modification of this agreement shall be effective unless in writing and signed by the party to be charged therewith.

## **22. Applicable Law**

This contract shall be construed in accordance with the law of the state of New York. The vendor hereby consents to the exercise by the courts of the states of New York and New Jersey of jurisdiction in personam over it with respect to any matter arising out of or in connection with this contract and waives any objection to such jurisdiction which it might otherwise have; and the vendor agrees that mailing of process addressed to it, at the address of the vendor indicated herein by certified mail, shall have the same effect as personal service within the state of New York upon a domestic corporation of the state of New York.

## **23. No Personal Liability**

No commissioner, officer, agent, or employee of the Port Authority shall be held personally liable under this agreement, or because of the execution or attempted execution hereof or because of any breach hereof or alleged breach hereof.

## **24. No Estoppel Or Waiver**

The authority shall not be precluded or estopped by any acceptance, certificate or payment, final or otherwise, issued or made under this contract or otherwise issued or made by it, the Engineer, or any officer, agent or employee of the authority, from showing at any time the true amount and character of work performed, or from showing that any such acceptance, certificate or payment is incorrect or was improperly issued or made; and the authority shall not be precluded or estopped, notwithstanding any such acceptance, certificate or payment, from recovering from the vendor any damages which it may sustain by reason of any failure on his part to comply strictly with this contract, and any moneys which may be paid to him or for his account in excess of those to which he is lawfully entitled.

Neither the acceptance of the work or any part thereof, nor any payment therefore, nor any order or certificate issued under this contract or otherwise issued by the authority, the Engineer, or any officer, agent or employee of the authority, nor any permission or direction to continue with the performance of work, nor any performance by the authority of any of the vendor's duties or obligations, nor any aid lent to the vendor by the authority in his performance of such duties or obligations, nor any other thing done or omitted to be done by the authority, its commissioners, officers, agents or employees shall be deemed to be a waiver of any provisions of this contract or of any rights or remedies to which the authority may be entitled because of any breach thereof, excepting only a resolution of its commissioners, providing expressly for such waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the work, because of any breach hereof, shall be deemed a waiver of any money damages to which the authority may be entitled because of such breach. Moreover, no waiver by the authority of any breach of this contract shall be deemed to be a waiver of any other or any subsequent breach.

## **25. Compliance With Rules And Regulations**

The units shall comply with all the latest regulations and provisions of federal, State of New York, and State of New Jersey, ordinances, codes, rules, regulations, orders, permits, and licenses and with fire underwriter's requirements, which would be applicable if the Port Authority were a private corporation and as if these units were for over-the-road use, except that, where the requirements set forth in the specifications are more stringent, those specifications shall control.

In addition, the completed units shall comply with the latest published codes and regulations of the following:

- All applicable requirements set forth in 49CFR
- DOT (Department of Transportation), requirements
- FMVSS (Federal Motor Vehicle Safety Standards)
- ASME (American Society of Mechanical Engineers)
- SAE (Society of Automotive Engineers)
- National Electrical Code
- NFPA (National Fire Protection Association)
- National Fluid Power Association
- Port Authority regulations entitled: "The Port Authority Airport Rules And Regulations." A copy of "The Port Authority Airport Rules And Regulations" may be obtained by calling Aviation Technical Services at (212) 435-3696 or a copy may be obtained from the following location:

Port Authority of NY & NJ  
Aviation Department  
Aviation Technical Services  
225 Park Ave. South, 9<sup>th</sup> floor  
New York, N.Y. 10003

- All other rules and regulations as required or used in standard industry practices that govern the design for the efficient and proper function of the vehicle.

## **26. Errors And Omissions**

If there is any discrepancy between these specifications and the request for quotation, these specifications shall prevail. If the vendor discovers any errors or omissions in the specifications, in the drawings, if any, or in the work undertaken and executed by it, the vendor shall immediately notify the Engineer and the Engineer shall promptly verify the same. If, with the knowledge of such error or omission and prior to the correction thereof, the vendor proceeds with any work affected thereby, the vendor shall do so at its own risk, and the work done shall not be considered as work done under and in performance of these specifications unless and until approved and accepted.

## **27. Materials And Workmanship**

All equipment furnished and the parts thereof shall be the manufacturer's latest listed and published stock models, except where modification is specifically permitted or required by the Engineer hereunder. The equipment and parts shall meet all the applicable requirements of the specifications.

Wherever a particular brand or make or model of material or equipment is shown or specified on the contract drawings or in the specifications (and whether or not the words "or approved equal", "similar", "equal to", or words of similar import are used), (except where specifically stated otherwise) any other brand or make and model may be substituted if, in the sole opinion of the Engineer, the equipment being substituted is equal to that shown or specified. The material or equipment may be substituted only after being submitted to and expressly approved by the Engineer. Such submission to the Engineer shall be made only by including the requested substitution in the vendor's detail sheet. Notwithstanding such approval, however, the vendor assumes the risk that the substitute brand or make or model is not equal to that shown or specified. If at any time the substitute shall not appear to be so equal, the vendor shall replace the substitute and reimburse the authority for any loss occurring on account of the substitute failing to be so equal. Any such submission shall not imply or impose on the Engineer any obligation whatsoever to discuss, disclose, or justify the reasons for his opinion, approval, acceptance, or rejection. Furthermore, the acceptance of any other brand or make or model shall not in any way entitle the vendor to additional compensation as may be equitably warranted because of such acceptance in lieu of the standard.

After acceptance of the vendor's proposal, no substitutions will be permitted, except that a brand or make or model named in the specifications may be submitted for approval in lieu of the brand or make or model listed on the vendor's detail sheet.

All materials used shall be new unless otherwise specified. All design, workmanship, and materials shall at all times and places be subject to the inspection of the Engineer. Should they fail to meet his approval, they shall be forthwith made good, replaced, or corrected (as the case may be) by the vendor at its own expense.

## **28. Approval By Engineer**

The approval by the Engineer of any workmanship, materials, drawings, designs, or details of construction of the unit shall be construed merely to mean that, at that time, the Engineer knows of no good reason for objecting thereto, and no such approval shall release the vendor from his full responsibility for the satisfactory construction and operation of the unit.

The decision of the Engineer shall be final and binding on the parties as to the quality, acceptability, and fitness of all parts of the unit, as to conformity of the unit with, and as to the interpretation of, the

specifications, drawings, and technical requirements of this contract and as to all questions in connection with the work hereunder.

Whenever the words "approved," "required," "satisfactory," "necessary," "equal," or words of similar import are used in this contract, they shall mean approved or required by the Engineer and satisfactory, necessary, or equal in the opinion of the Engineer.

### **29. Vehicle Warranties**

The vendor warrants and guarantees each vehicle against any defects in design, workmanship, and materials and against failure to operate satisfactorily for a minimum period of one (1) year from the date on which the vehicle is placed in-service, other than defects or failures shown by the vendor to have arisen solely from accident or abuse occurring after acceptance by the Engineer, and agrees to replace any part or parts, which in the opinion of the Engineer shall fail for the above reasons. In addition, if at any time after the above warranty periods any defects arise or are found in the design of the vehicles, the vendor shall inspect the causes in detail at the Port Authority facility, report his findings to the Engineer, and correct the defects as required and in agreement with the Engineer. All repairs shall be performed within 24-hours of reporting a warranty repair item, and if a longer time is needed because of parts, redesign, or testing, additional time may be granted if the vendor demonstrates that it is taking every possible step to resolve all issues and submits a letter indicating an estimated completion date. The vendor shall be responsible for all costs (including parts, labor, vehicle transportation charges, etc.) Required to perform any warranty work or to correct any defects. If any warranty work or work required to correct any defects requires transporting the vehicle back to the vendor's plant or to any other shop, the vendor shall be responsible for all costs and making the proper arrangements in a timely manner. In addition, after delivery of each vehicle, if the vehicle is to be transported out of the any Port Authority facility, the vendor shall be fully as responsible for each complete vehicle in his possession as he was prior to its receipt by the Authority and shall provide all vehicle liability insurance as required by the Port Authority, covering the vehicle(s) until re-delivery to and acceptance.

Notwithstanding the specific requirements of this agreement, any inspection or acceptance of the vehicle, the foregoing warranty, or the existence of any patent or trade name, the vendor nevertheless warrants and represents that the vehicle shall be of the best quality and shall be fully fit for the purposes for which it is to be used. The foregoing warranty shall not, however, be a limitation on any rights which the Port Authority would have, either expressed or implied, in connection with this agreement in the absence of such guaranty, the said guaranty being given only for the greater assurance of the Port Authority.

In the event of a failure which places the vehicle in an "out of service" status, as determined by the Engineer, the vendor agrees to perform an inspection within twenty-four (24) hours after the Engineer notifies the vendor of such failure. Upon determination by the Engineer that the failure is to be repaired by the vendor under this warranty, the vendor agrees to either replace the failed component or repair it, the repair of same to commence within twenty-four (24) hours after the determination of the Engineer. In the event that the component is to be replaced, the vendor agrees to have the replacement item shipped within twenty-four (24) hours after the Engineer's determination.

### **30. Availability Of Spare Parts**

The vendor warrants that it shall maintain, or have maintained, a stock of spare parts available at inventory levels for the period described in the immediately following paragraph.

The vendor shall itself, and not through a dealer, supply at prices not in excess of those charged any other owners of vehicles, spare parts required to support the units to be supplied thereunder for ten (10) years from the date of delivery of the last complete unit or cab-chassis. These parts shall be available within 72 hours of placement of an order. In order to meet this requirement, the vendor may maintain a

spare parts outlet or contract with a customs broker to expedite the customs clearance of foreign parts. It shall, however, remain the responsibility of the vendor to meet the 72-hour delivery requirement.

### **31. Principles Of Design**

This vehicle must be designed for maximum safety, reliability, and ease of operation. Every effort is to be taken by the manufacturer to assure that the principles of human Engineering and ergonomics are designed into the functional controls of the vehicle. Systems on the unit shall incorporate the use of fail-safe design to assure maximum safety while in operation. Adequate redundancy must be built into any system as deemed necessary. Specific applications of these principles will be evidenced in design criteria including:

- A.** The vehicle weight distribution shall be properly distributed with a laden or unladen vehicle to provide the proper loading on all axles, and provide the vehicle with the proper traction, steering, and other driveability factors.
- B.** All bolts, washers, and nuts used to assemble all structural components and any high fatigue parts shall be Grade 8 with elastic self-locking type nuts.
- C.** All electronic system wiring shall be properly shielded as required to assure that circuits are not affected by other vehicle systems or any external interferences.
- D.** All systems shall be designed to allow quick and efficient operation of the unit. Pneumatic, electrical, electronic, hydraulic, and other systems shall be operational within a minimum amount of temperature stabilization, and accumulator or system build-up.
- E.** All operating controls, light switches, and controls for auxiliary equipment shall be clearly and permanently marked and identified by means of resistant plastic identification plates with recessed lettering of a contrasting color.
- F.** The use of pilot lights or indicators for all controls or switches.
- G.** Venting systems for vehicle fuel, coolant, hydraulics, etc., shall not discharge or vent over any equipment, but shall direct such overflows to clear areas.
- H.** All emergency shut-off valves handles, switches, or controls shall be of a "bright red" color and be properly identifiable, as to location and operation.
- I.** All controls shall be immediately identifiable as to the correct positioning by logic of operation or clear indications.
- J.** All gauges shall be suitably marked as to the intended purpose and shall be easily visible by the operator.
- K.** All systems requiring servicing shall be equipped with approved self-contained checking devices. The preferred check device for hydraulic system reservoir shall be sight gauges that are clearly marked to show service level and temperature. Liquid filled pressure gauges shall be installed on accumulators, on all other components, or elsewhere as required with easily connectable service ports in close proximity.

### **32. Accessibility Of Components**

All parts of the unit and auxiliary equipment shall be easily accessible for inspection, operation, and maintenance. All electrical components shall be centrally located and enclosed in an airtight weatherproof electrical box. All air system components shall also be centrally located and marked. All components shall be readily removable and replaceable. These features are considered mandatory and the unit will be closely inspected to assure conformance with these requirements.

If, in the opinion of the Engineer, any part or component is not readily accessible, removable, or replaceable, the Engineer may require the vendor to correct these deficiencies at the vendor's own expense, before acceptance. Any departure from the requirements of these specifications shall be immediately remedied by the vendor at his own expense.

**33. Servicing Before Delivery (Make-Ready)**

Prior to delivery, each vehicle shall be completely serviced by the vendor in the vendor's shop, including engine tune-ups, lubrication proper fluid levels, and wheel alignment. All vehicle and systems on the unit shall be fully serviced and filled with all required fluids, and be ready for the full in-service operation. A copy of the vendor final inspection form shall be forwarded to the Engineer with the invoice.

**34. Certificate Of Origin / Certificate Of Ownership**

The vendor shall submit to the Engineer (listed on the purchase) a minimum of seven (7) days before delivery of each unit the following documents:

- Manufacturer's Certificate Of Origin
- New York State Form MV-50
- Official Laden And Unladen Weight Certificate

The above documents shall be sent to the Engineer at the following address:

The Port Authority Of New York And New Jersey  
Central Automotive Division  
241 Erie Street, Room 307  
Jersey City, New Jersey 07310-1397  
Attention: Frank A. Barbato

All licensing statements shall be sent to the above address but shall show the legal address as follows:

The Port Authority Of New York And New Jersey  
225 Park Avenue South  
New York, New York 10003

Vehicle Registration, Inspection, And License Plates

Port Authority vehicles can be registered in either New York or New Jersey. The vendor shall conduct the required safety inspections in either state. As an option, the vendor will furnish the titles, registrations, and license plates in accordance with the requirements of either State, as determined by the Engineer, once the vendor receives delivery of the units. Documents must indicate ownership by:

Port Authority of NY & NJ  
225 Park Avenue South  
New York, NY 10003

### **35. Deviations**

Minor deviations from the provisions of these specifications will be considered, to permit manufacturers to follow their standard manufacturing processes.

Such deviations will be approved, however, only in the sole discretion of the Engineer and only if in his opinion they do not adversely affect the operation, maintenance, strength, efficiency, effectiveness, or life of the unit or any of its parts. All proposed deviations, with full details, must be listed on the attached vendor's detail sheet, which is part of the bid.

There shall be no deviations from the specifications, except those which are listed as deviations and which are expressly approved as part of the Port Authority's acceptance of the agreement. See the clause hereof entitled "Materials and Workmanship".

### **36. Inspection And Acceptance Testing**

Inspection of workmanship, materials, designs, and performance of the unit may be made at the vendor's factory at the sole discretion of the Engineer. The Port Authority will pay all expenses of its inspectors. The Engineer will inspect each unit delivered to insure that the unit meets all requirements of the specifications. The Engineer will also conduct acceptance testing utilizing the tests set forth in the specifications. Upon satisfactory completion of the inspection and the acceptance testing, the Engineer will advise the vendor, in writing, of vehicle acceptance. Any defect or failure to comply with any requirements of these specifications shall be immediately remedied by the vendor at his own expense prior to retesting of the unit.

### **37. Quality Control**

Critical components and the complete unit must demonstrate compliance with these specifications. The vendor shall be responsible for assuring the quality control of his suppliers and shall arrange for the required tests, certifications, and for the test location and all equipment required for testing. The vendor shall notify the Engineer when major components are ready for testing, and the Engineer will decide whether representatives of the Authority will be present at the tests.

The vendor shall develop and submit for the Engineer's approval test plans covering all tests required herein. All such tests shall be performed in accordance with the approved plans.

If the unit or any component fails a test, the unit or component must be retested when the deficiencies have been corrected. The Engineer may at his sole discretion require extra testing of the failed unit or component or of all units or components to assure that the noncompliance was not the result of a design error or indicative of the inability of the unit or component to withstand the intended service.

The Port Authority shall have the option of witnessing the following specific tests on randomly selected finished vehicles to assure that they meet minimum performance requirement:

- A. Vehicle driveability to include vehicle weight distribution, braking, top speed, etc.
- B. Interlock and parking brake system
- C. Other tests as specified elsewhere in these specifications, required, or as requested by the Engineer.

### **38. Risks Assumed By The Vendor**

The vendor assumes the following distinct and several risks, whether they arise from acts or omissions (whether negligent or not) of the vendor, of the Authority, or of third persons, or from any other cause, and whether such risks are within or beyond the control of the vendor, excepting only risks which arise solely from affirmative acts done by the Authority subsequent to the opening of proposals on this contract with actual and willful intent to cause the loss, damage and injuries described below:

- A.** The risk of loss or damage to each unit and all its component parts (including parts furnished by the Authority, from the time the vendor takes possession of such parts), occurring prior to the time the Authority takes title to such unit or occurring subsequent to the transfer of title if such unit is in the possession of the vendor for the performance of services required hereunder.
  
- B.** The risk of claims, fines or penalties, just or unjust, made by third persons or assessed by courts or governmental agencies or entities against the vendor or the Authority on account of injuries (including wrongful death), loss, damage or liability of any kind whatsoever arising or alleged to arise out of or in connection with the performance of this contract (whether or not actually caused by or resulting from the performance of this contract) or out of or in connection with the vendor operations or presence at or in the vicinity of any Authority premises, including claims against the vendor or the Authority for the payment of workers' compensation, whether such claims, fines or penalties are made or assessed and whether such injuries, damage, loss or liability are sustained at any time both before and after final payment.

The vendor shall indemnify the Authority against all claims described in subparagraphs (A) and (B) above and for all expenses incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys, except where indemnity would be precluded by applicable law. If so directed, the vendor shall defend against any claim described in subparagraphs (A) and (B) above, in which event he shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority, such defense shall be at the vendor's cost.

The provisions of this numbered clause shall also be for the benefit of the commissioners, officers, agents and employees of the Authority, so that they shall have all the rights which they would have under this numbered clause if they were named at each place above at which the Authority is named, including a direct right of action against the vendor to enforce the foregoing indemnity, except, however, that the Authority by action of its board of commissioners may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this numbered clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

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.

### **39. High Security Areas**

Services under the Contract may be required in high security areas, as the same may be designated by the Engineer from time to time. The Port Authority shall require the observance of certain security procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Engineer. The Contractor shall conform to the procedures as may be established by the Engineer from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Engineer of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Engineer during the term of the Contract.

### **40. Notification of Security Requirements**

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

Identity Checks and Background Screening Contractor/subcontractor identity checks and background screening shall include but shall not be limited to:

- a. Inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence;
- b. Screening of federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files;
- c. Multi-year check of personal, employment and /or credit history;
- d. Access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

### **41. Shipment**

The vendor shall ship the units under bills of lading designating the consignee as the Port Authority of New York and New Jersey, c/o vendor, said bills of lading to provide that the vendor will pay the insurance and freight charges, and the Port Authority will be the named insured on said insurance but risk of loss or damage until delivery shall be the vendor's.

In such case, the vendor's obligations under the clause entitled "Risks Assumed by the Vendor" shall not be impaired.

If the vendor's plant is located more than four hundred (400) miles from the designated delivery point, the vendor shall ship the unit(s) by railroad or flatbed truck and the vendor's obligations under the clauses entitled, "delivery" and "risks assumed by the vendor" shall not be impaired.

#### **42. No Third Party Rights**

Nothing contained in this contract is intended for the benefit of third persons except to the extent that this contract specifically provides otherwise by use of the words "benefit" or "direct right of action."

#### **43. Production Plan**

After the opening of proposals and within ten working days of receipt of request, the bidder shall submit to the Engineer:

- A. Drawings and schematics of a manufacturer's production model similar to the vehicle described in the specifications.
- B. A spreadsheet listing vehicle completion, delivery, and in-service schedule.

#### **44. Delivery**

The vendor shall deliver all vehicles to the delivery location(s) indicated in the table at the end of this contract (See Appendix C). If the Engineer requests for the vendor to drop-ship the cab-chassis' or vehicle(s) to an alternate delivery location(s), the vendor shall be responsible to make all necessary arrangements for the delivery(ies), and the vendor and the Engineer shall mutually agree on any cost adjustments for delivery to the alternate delivery location.

The vendor shall deliver the unit(s) complete and ready for service, within three hundred (300) calendar days commencing from the Port Authority Purchase Order Date after receipt, by it, of the acceptance of its proposal.

The vehicles shall be shipped for sidewalk delivery to the location(s) indicated in the table at the end of this appendix. Sidewalk delivery is defined as the vendor's responsibility for removing the vehicles from the truck and placement onto the location designated by receiving personnel.

Vehicles shipped by other than the vendor's own truck shall not abrogate this responsibility. The Port Authority shall not be responsible for re-delivery charges as a result of failure to comply with this clause. Port Authority personnel will not be available to assist in off-loading vehicles.

The vendor shall notify the Engineer of delivery, at least three (3) working days in advance. The deliveries shall be made to the location(s) indicated in the table at the end of this appendix.

All deliveries shall be made during the hours of 9:00 am to 2:00 pm Monday through Friday excluding holidays celebrated in the state of delivery. The equipment shall be deemed to have been delivered only if it is complete and in readiness for use and if it meets with the acceptance of the Engineer as elsewhere provided in this contract. The times above-provided for delivery may be extended (subject, however, to the provisions of this numbered clause) only if in the opinion of the Engineer the vendor is necessarily delayed in delivery solely and directly by a cause which meets both of the following conditions:

- A. Such cause is beyond the vendor's control and arises without his fault.
- B. Such cause arises after the opening of proposals on this contract and neither was, nor could have been, anticipated by investigation before such opening.

The vendor shall provide the above conditions in writing and shall have an approval by the Engineer in writing. In any event, even though a cause of delay meets the above conditions, an extension shall be granted by the Engineer only to the extent that:

- C. The delivery is actually and necessarily delayed.
- D. The effect of such cause cannot be anticipated and avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures (including planning, scheduling, and re-scheduling) whether before or after the occurrence of the cause of delay.

Notwithstanding the above, no extension of time shall be granted for a delay which would not have affected the time of delivery were it not for the fault of the vendor or for other delay for which the vendor is not entitled to an extension of time.

Any reference herein to the vendor shall be deemed to include subVendors and materialmen, whether or not in privity of contract with the vendor, and employees of all the foregoing. Therefore, the vendor shall be charged with a delay caused by a subVendor, materialmen or their employees.

The period of any extension of time shall be that necessary to make up the time actually lost, subject to the provisions of this numbered clause, and shall be only for those units actually delayed. The Engineer may defer all or part of his decision on an extension, and any extension may be rescinded or shortened if it subsequently is found that the delay can be overcome or reduced by the exercise of reasonable precautions, efforts, and measures. As a condition precedent for an extension of time, the vendor shall give written notice to the Engineer within forty-eight hours after the time when he knows or should know of a cause which might under any circumstances result in delay for which he claims or may claim an extension of time (including those causes for which the Authority is responsible or has knowledge of). The written notice shall specifically state that an extension is or may be claimed and shall identify such cause and describe, as fully as practicable at the time, the nature and expected duration of the delay and its effect on the delivery of various units. Since the possible necessity for an extension of time may materially alter the scheduling, plans, and other actions of the Authority, and since, with sufficient opportunity, the Authority might, if it so elects, attempt to mitigate the effect of a delay for which an extension of time might be claimed, and since merely oral notice may cause disputes as to the existence or substance thereof, the giving of written notice as above required shall be of the essence of the obligations of the vendor, and failure of the vendor to give written notice as above required shall be a conclusive waiver of an extension of time.

It shall in all cases be presumed that no extension, or further extension, of time is due unless the vendor shall affirmatively demonstrate to the satisfaction of the Engineer that it is due. To this end, the vendor shall maintain adequate records supporting any claim for an extension of time and, in the absence of such records, the foregoing presumption shall be deemed conclusive.

It is the intent of this contract that the vendor shall assume the responsibility for manufacturing the units in a manner acceptable to the Engineer and, consequently, no disapproval by the Engineer of any drawings submitted by the vendor or of any other act or omission of the vendor shall be cause for an extension of time.

The vendor assumes the risk of damages due to delay arising from any acts and causes whatsoever, including, but not limited to, wrongful acts and omissions of the Authority, its officers, employees, Vendors, and agents, and its sole remedy against the Authority shall be an extension of time as set forth herein.

#### **45. Operation, Maintenance, Repair Data And Proprietary Diagnostic Equipment And Programs**

The vendor shall provide operations, parts and service manuals. The manuals shall cover the diagnosis and repair of all vehicle systems, specifically including, chassis, powertrain, wiring, emissions, vocational equipment, and all subsystems and components. All manuals shall be bound and assembled. Manuals not available as bound "hard" copies shall be provided on cd-roms, and if cd-roms are not available, on microfiche. Manuals are to be shipped per delivery instructions (see attached Appendix B). Do not ship the manuals with the unit.

The shops do not have microfiche readers. The operating and maintenance or shop manual shall be the latest manufacturer's handbook, covering in detail the recommended operating, maintenance, and service procedures.

The repair or shop manual shall include detail drawings, schematic electric and hydraulic or other piping diagrams, and complete parts lists for all components of the unit and associated equipment furnished. The vendor shall include a complete set of shop drawings as part of each shop manual.

Where components or equipment of several manufacturers have been used in assembling the unit, the manuals shall include operating, maintenance, and repair manuals and parts lists of all manufacturers, covering all of the components used.

Where the vendor or manufacturer uses components manufactured by others in building equipment which it sells under its own trade name, the vendor shall furnish the parts numbers and full data from the original manufacturers for all components used, as well as the part numbers it may assign to these components as being parts of its product.

In addition to the manuals, all proprietary diagnostic tools, equipment, software and programs (solely provided by the manufacturer and not available as an aftermarket product) shall be provided as recommended by the manufacturer for diagnostics and maintenance of the unit(s). When such diagnostic tools, equipment, software and programs require updating, maintenance contracts, or subscriptions, the vendor will offer such services to the Port Authority as though the Port Authority was a dealer or distributor, at dealer or distributor pricing, for as long as the vehicles are owned by the agency.

The manuals diagnostic tools, equipment, software and programs shall be furnished in sets. Each set shall include an operator's manual, parts catalog, shop repair manual, and diagnostic tools, equipment, software and programs.

The total number of sets of manuals diagnostic tools, equipment, software and programs furnished under these specifications shall be as follows:

- A. One (1) set for the first vehicle ordered.
- B. One (1) additional set for each subsequent vehicle ordered up to a maximum of 10 sets total (total includes A + B).

All manuals shall be in the English language. All dimensions, measurements, and other pertinent data shall be given in U.S. Standard units (i.e., inches, pounds, etc.). (Foreign language terms and metric measurements shall not be accepted.)

All technical support documentation diagnostic tools, equipment, software and programs required by this section shall be delivered at least two weeks prior to the delivery of the first unit. In the event the manuals diagnostic tools, equipment, software and programs are not delivered as specified above, a retainage amount of 10% will be held by the Port Authority from any payments due under the clause entitled "Final Payments", and will be held until such time that all of the required documentation has been received to the satisfaction of the engineer.

The vendor shall send Parts & Service Manuals diagnostic tools, equipment, software and programs directly to the Port Authority Automotive Shops, as designated at the end of this section. Vendors shall send to the engineer receipts of delivery from each shop, to expedite payment release.

The manuals diagnostic tools, equipment, software and programs shall be shipped separately and not with the vehicles. Final payment will not be released prior to receipt of these materials.

#### **46. Preventive Maintenance Instructions**

In addition to the manuals specified above, the vendor shall furnish an equal number of condensed preventive maintenance instructions for all parts of the unit. These instructions shall consist of manufacturer's recommendations for periodic lubrication, cleaning, and other preventive maintenance, and shall be made up in a compact form to cover the particular unit delivered.

#### **47. Preventative Maintenance Parts Kits**

To facilitate timely preventative maintenance of the units until parts stocking is established, the vendor shall also provide with each unit all parts required to complete the manufacturer's recommended preventative maintenance for at least six (6) months, 200 engine hours, or 10,000 miles of operation. The kit shall include all filters, belts, hoses, and other parts scheduled for replacement within the specified period. It shall not include standard automotive service fluids such as motor oil, washer fluid, coolant, etc., although if special lubricants, additives or conditioners are required during this time, such items must be included in the kit.

Each kit will be furnished with the delivered vehicle in a sealed box or similar container with the vehicle number and the type of maintenance need plainly and conspicuously marked on the box or container. The box or container shall also have a packing list of the contents, identifying the quantity and description of each item contained inside, attached to the exterior. Preventative Maintenance Parts Kits are to be listed on delivery papers, bills of lading, or other receipt documents furnished with the vehicle.

#### **48. Training**

The vendor shall provide two (2) separate eight (8) hour operational training sessions on the operation of the unit(s) at each of the delivery location(s) indicated in the table at the end of this contract.

The vendor shall also provide two (2) separate four (4) hour maintenance training sessions on the maintenance, repair, troubleshooting, and inspection of the unit(s) at each of the delivery location(s) indicated in the table at the end of this contract.

Prior to performing the training, the vendor shall prepare the complete training curriculum for both the operational and maintenance training and send it to the Engineer for approval, ten (10) days prior to the delivery of the units.

The vendor and the Engineer will mutually agree on the final dates that the training will take place. The time of the training shall be selected by the Engineer and may take place at anytime during day(s) or night(s). Final payment will not be released prior to receipt of training.

The instructor must speak and write in English

**APPENDIX B**

Port Authority of New York & New Jersey  
Central Automotive Division  
241 Erie Street, Room 307  
Jersey City, NJ 07310

Date: March 18, 2013  
Code: 043-4739-013

**DELIVERY INSTRUCTIONS FOR MANUALS**

The vendor shall send parts & service manuals directly to the Port Authority Automotive Shops, as designated below. Vendors shall send to the engineer receipts of delivery from each shop, to expedite payment release.

<b><u>Number of Sets of Manuals Required</u></b>	<b><u>Delivery Address</u></b>
Two (2)	Port Authority of NY & NJ Newark Liberty International Airport Building 11 Automotive Shop Newark, NJ, 07114 Automotive Shop Attn: Greg Falco Tel: 973-961-6042 Fax: 973-961-6530
Four (4)	Port Authority of NY & NJ JFK International Airport Building 14 Automotive Shop Jamaica, N.Y. 11430 Attn. Joe Kardos Tel: 718-244-4041 Tel: 718-244-8114

**APPENDIX C**

Port Authority of New York & New Jersey  
Central Automotive Division  
241 Erie Street, Room 307  
Jersey City, NJ 07310

Date: March 18, 2013  
Code: 043-4739-013

**DELIVERY LOCATION FOR VEHICLE**

The vendor shall deliver vehicle(s) directly to the Port Authority Automotive Shops, as designated below.

<b><u>Designated Location</u></b>	<b><u>Delivery Address</u></b>
Two (2)	Port Authority of NY & NJ Newark Liberty International Airport Building 11 Automotive Shop Newark, NJ, 07114 Automotive Shop Attn: Greg Falco Tel: 973-961-6042 Fax: 973-961-6530
Four (4)	Port Authority of NY & NJ JFK International Airport Building 14 Automotive Shop Jamaica, N.Y. 11430 Attn. Joe Kardos Tel: 718-244-4041 Tel: 718-244-8114

**APPENDIX E**

Port Authority of New York & New Jersey  
Central Automotive Division  
241 Erie Street, Room 307  
Jersey City, New Jersey 07310-1397

Date: March 18, 2013  
Code: 043-4739-013

*Vendor Detail Sheet*

*for:*

Six (6) 2013 MadVac CR 100 Vacuum Litter Collection Systems or approved equal

VENDOR: \_\_\_\_\_ TEL NO: \_\_\_\_\_

REPRESENTATIVE:  
\_\_\_\_\_

VENDOR ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ESTIMATED DELIVERY DATE \_\_\_\_\_

DAYS AFTER RECEIPT OF ORDER \_\_\_\_\_

**TECHNICAL SPECIFICATIONS**

1. MadVac CR 100 VACUUM LITTER COLLECTION SYSTEM or approved equal
  - a. MAKE/MODEL \_\_\_\_\_/\_\_\_\_\_
  - b. ENGINE \_\_\_\_\_
  - c. NEW YORK /NEW JERSEY STATE EMISSIONS \_\_\_\_\_
  - d. TRANSMISSION \_\_\_\_\_
  - e. BODY DIMENSIONS \_\_\_\_\_
  - f. MIRRORS \_\_\_\_\_

- g. STEERING \_\_\_\_\_
- h. BRAKES \_\_\_\_\_
- i. ALTERNATOR OUTPUT \_\_\_\_\_
- j. BATTERY RATING CCA \_\_\_\_\_
- k. WHEELS \_\_\_\_\_
- l. TIRES & FULL SIZE CAPACITY \_\_\_\_\_
- m. MIRRORS (side view) \_\_\_\_\_
- n. FRONT & REAR BUMPERS \_\_\_\_\_
- o. BODY DIMENSIONS \_\_\_\_\_
- p. CAB HEATER AND AIR CONDITIONING \_\_\_\_\_
- q. CAB NOISE REDUCTION PACKAGE \_\_\_\_\_
- r. GLASS \_\_\_\_\_
- s. SEAT \_\_\_\_\_
- t. HEADLINER \_\_\_\_\_
- u. FLOORING \_\_\_\_\_
- v. EXTERIOR COLOR \_\_\_\_\_
- w. INTERIOR \_\_\_\_\_
- x. MINIMUM ½ TANK FUEL AT DELIVERY \_\_\_\_\_

2. ACCESSORY EQUIPMENT

- a. MIRRORS \_\_\_\_\_
- b. MIRROR (hose support) \_\_\_\_\_
- c. ROTATING AMBER BEACONS \_\_\_\_\_
- d. METAL GRILLE \_\_\_\_\_
- e. AMBER REFLECTORS \_\_\_\_\_
- f. RED SAFETY TRIANGLE \_\_\_\_\_
- g. SKID PLATE \_\_\_\_\_

**APPENDIX F**

**Typical Layout of Port Authority Decals**



5" Amber Reflectors

Metal Grille

Facility Designator

PA Logo

NOTE: Photos are for illustration purposes only and do not represent the actual vehicle purchased

Vehicle Number (To Be Supplied)

7" Mirror (on front hose support)



Red and White Safety Striping

Stripe

Facility Designator

PA Logo

NOTE: Photos are for illustration purposes only and do not represent the actual vehicle purchased

PA Logo

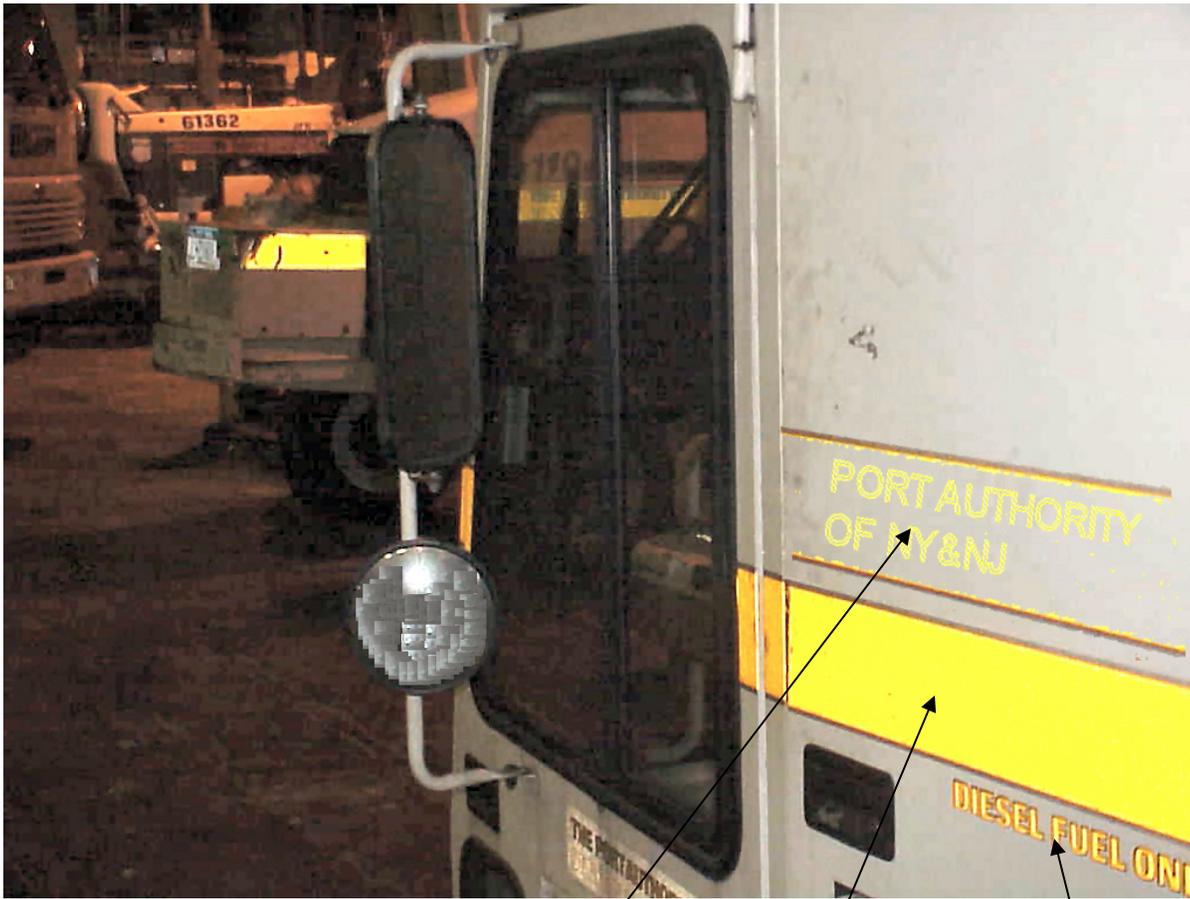
Vehicle Numbers (To Be Supplied)



Fuel Designator

Stripe

DOT Safety Triangle



PA Logo

Stripe

Fuel Designator

NOTE: Photos are for illustration purposes only and do not represent the actual vehicle purchased



Vehicle Number (To Be Supplied)

NOTE: Photos are for illustration purposes only and do not represent the actual vehicle purchased

