



# REQUEST FOR QUOTATION

**Contact person/Telephone**  
Shanta Nelson/201-395-3480

**Collective#** 0000034731  
**Bid Due Date** 09/25/2013  
Bids must be received no later than 11:00 AM on the above Bid Due Date.

**Deliver Goods/Services To:**  
Laguardia Airport  
Bldg 2B Hangar 7 - Stockroom  
Jackson Heights NY 11371

Quantity	Description	Unit Price		Total	
	<p>Hydro-Mulcher Delivery: LaGuardia Airport Building 84, Automotive Shop Flushing, NY 11371 Attention: John Matsen</p> <p>Note: Please contact Mr. Matsen three (3) business days prior to delivery for instructions. Delivery shall be made between the hours of 8AM and 2PM, Monday through Friday.</p> <p>Attachments: Specifications dated 8/2013, and "Appendix A and B" to be made a part of this Contract.</p>				
	<p><b>PLEASE QUOTE FULLY DELIVERED PRICES</b></p>	<p><b>PAYMENT TERMS</b></p>		<p><b>Total Delivered Price</b></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.

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  
09/25/2013

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>			
1 EA	<p>HYDRO-MULCHER</p>			
<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>		<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>	

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Firm Name \_\_\_\_\_  
Telephone number \_\_\_\_\_ Date \_\_\_\_\_  
Fax Number \_\_\_\_\_  
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Signed \_\_\_\_\_ Date \_\_\_\_\_  
Firm Name \_\_\_\_\_



# REQUEST FOR QUOTATION

Bid Due Date  
09/25/2013

Quantity	Description	Unit Price		Total	
	supply and deliver one (1) hydro-mulcher according to the following:  -49 HP JOHN DEER DIESEL ENGINE -TRAILER MOUNTED WITH PINDLE HITCH. -HANNEY ELECTRIC HOSE REEL. -150 FOOT OF HOSE DECK MOUNTED. -90 GALLON FLUSH TANK SYSTEM.  Note: Specifications dated 8/2013, code #G513-4774 and appendix A & B to be made part of this contract.				
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>	<b>PAYMENT TERMS</b>		<b>Total Delivered Price</b>	

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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: August, 2013  
CODE:G513-4774**

**Specifications for the Purchase of One Trailer Mounted Bowie 1100 Hydromulcher**

- A. Bowie 1100 Hydromulcher model BO 1100-T/BP
- B. 49 HP John Deere Diesel Engine
- C. Trailer length- nineteen feet eight inches (19'8")
- D. Trailer width- seven feet- four inches (7'4")
- E. Trailer height –Eight feet- seven inches (8'7")
- F. Trailer empty weight Five thousand nine hundred eight pounds (5980 lbs.)
- G. Trailer Mounted Pintle Hitch
- H. Bowie three(3) inch pump with steel gears
- I. Liquid capacity One thousand one hundred thirty four (1134) gallons
- J. Forty-Three (43) inch high Safety Rails with Midrail and Toekick
- K. One Haney Electric Hose Reel model BO-HER PKG with Two-Third(2/3) horsepower Electric motor
- L. Deck Mounted One –Hundred fifty(150) feet of one and one half (1-1/2) inch diameter hose
- M. One model BO-FI Victor Series 65 /90 gallon flush tank

1. Color, Numbers, Decals, Logos - Port Authority Airport Operations Vehicle

If requested, the vendor shall supply a line drawing with front, rear, left, right sides, and top views for the Engineer to indicate the location of decals logos and striping material for approval by the Engineer. Questions regarding exact placement of decals and striping should be directed to the Engineer for approval prior to installation.

The vendor shall install Port Authority furnished vehicle fleet numbers, logos and striping for each vehicle:

- Port Authority decal and “Diesel Only” decal at fuel filler
- Diesel filler cap must be painted green
- Vehicle number on front back and sides (exact location to be specified by Engineer)
- Safety reflective striping on rear of unit

The vendor shall furnish and install the following on vehicle:

- A label near the fuel filler point(s) and all other fluid service points indicating type of fuel or service fluid appropriate for that filling location.
- The vendor shall supply and install any other vehicle striping, markings, and labels required to comply with all applicable Federal, State, and Local standards and any other necessary markings as requested by the engineer.

2. Parts & Service Manuals

The vendor shall provide two (2) sets of parts and service manuals for each unit. The manuals shall cover all vehicle systems, including parts lists for PMs w/OEM parts numbers. One of the manuals shall be provided on CD-ROMS. One shall be provided as a bound and assembled “hard” copy. If manuals not available as CD-ROMS then they all shall be provided as bound and assembled “hard” copies, and if neither CD-ROMS nor hard copies are available, then they must be provided on microfiche. Vendor shall send to the Engineer a receipt showing delivery of the manuals. Payment will not be released without these documents. Manuals are to be shipped to the facility where the vehicle will be delivered. US Postal Service certified mail return receipt signature required (or other carrier using their process with delivery signature) .Vendor shall send to the Engineer a copy of the receipt to verify that manuals have been delivered and received.

3. Obligation to Promptly Order Vehicles

The dealer shall submit written proof to the engineer within 14 days after award of contract that the vehicles have been ordered. This proof shall consist of valid purchase orders or factory order and acceptance with production slot information from the factory (eg, a dealer order receipt acknowledgement — D.O.R.A.). Failure to place a valid and binding order within 14 days shall be cause for the authority to cancel the contract without any further obligation to the dealer.

4. Availability of Spare Parts

The Vendor warrants that it shall maintain, or have maintained, a stock of spare parts within the New York-New Jersey metropolitan area at inventory levels for the period described in the immediately following paragraph

The vendor shall supply spare parts at prices not in excess of those charged any other owners of vehicles/equipment, spare parts required to support the unit to be supplied there under for ten (10) years from the date of delivery.

5. Paperwork

Port Authority vehicles can be registered in either New York or New Jersey. To facilitate registration in either state, the backs of all *Certificates of Origin* must be properly endorsed, including a tax-exempt stamp or statement, *but omitting any dates*. Documents must indicate ownership by:

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

Paperwork for vehicles shall be submitted one invoice for each unit specifying VIN number of the unit will be forwarded to the Engineer to expedite payment after receipt and acceptance. Summary invoices will be submitted for all other items. All paperwork and documents (including written confirmations, invoices, vehicle titles and certificates, manuals, window stickers, Vehicle Data Information Sheets, etc.) must be sent to:

**Frank A. Barbato, Automotive Engineer  
Port Authority of New York & New Jersey  
Central Automotive Division  
241 Erie Street, Room 307  
Jersey City NJ 07310**

No paperwork is to be sent with the vehicles to the shops. Production information sheets, line-setting tickets, invoices and all other paperwork will be sent to the above address. No deliveries or payments will be made until all necessary paperwork is received at the Jersey City address.

Upon receipt and approval of necessary documents, the Engineer will forward, by mail or fax, a *Vehicle Delivery Authorization Form* for each unit. The *Vehicle Delivery Authorization Form* will contain the VIN number, delivery location, and the Port Authority asset number, specific for each vehicle, and no vehicle will be accepted by the shop(s) unless the proper *Vehicle Delivery Authorization Form* is provided with the vehicle at delivery.

6. Identification Card

Vehicle shall be delivered with a 5"x 9" index card affixed to the left hand inside of the windshield or front of vehicle. This card shall contain the following information and shall be visible from the outside of the vehicles.

- a. Vendor's Name
- b. Purchase Order Number
- c. Port Authority Engineer's Name
- d. Vehicle Identification Number

7. Servicing Before Delivery (Make-Ready)

Prior to delivery, each vehicle shall be completely serviced by the vendor in his shop, including engine tune-ups, lubrication, and wheel alignment. Equipment with water-cooled engines being delivered shall be protected with permanent anti-freeze to a minimum of -40°F. The anti-freeze shall contain corrosion inhibitors. All 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. The fuel tank must contain a minimum of ½ the total capacity of the fuel tank.

8. Deliveries

The vendor shall deliver the vehicles 'on-the-ground', serviced, and ready for operation to the LaGuardia automotive shop. The vendor shall notify the Engineer at least three (3) days prior to delivery. All deliveries are to be made between the hours of 9 am and 2 pm, Monday through Friday. Vendor shall send to the Engineer *receipts showing delivery* of vehicles. Payment will not be released without these documents.

9. Preventative Maintenance Parts Kits

To facilitate timely preventative maintenance of the unit until parts stocking is established, the vendor shall also provide with unit all parts required to complete the manufacturer's recommended preventative maintenance for at least six (6) months or, 400 engine hours. 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.

10. 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;
- E. 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.

## 11. 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 insured's 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 coverage's:**

*"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 coverage's 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 Contract Administrator, Frank Barbato must obtain and forward the "*Certificate of Insurance*" to Risk Financing/Treasury (including all renewal certificates) for written approval prior to the contractor starting any work and before any existing insurance coverages on the certificate have expired. Please forward the "*Certificate of Insurance*" to Risk Financing/Treasury with the Contract Insurance Tracking System number (CITS #) indicated below.

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# 4362N

**APPENDIX A**  
*PRICING SHEET*

2013 BOWIE 1100 HYDROMULCHER	<u>Unit Price</u>		<u>Total</u>
	\$ _____	=	\$ _____
TOTAL PRICE			\$ _____

**\*NOTE**

IN THE EVENT OF ANY CALCULATION ERROR (S), UNIT PRICE PREVAILS.

IN THE EVENT A UNIT PRICE IS OMITTED THE PORT AUTHORITY SHALL HAVE THE RIGHT TO RE-CALCULATE THE TOTAL PRICE DIVIDED BY THE # OF UNITS THUS ARRIVING AT A UNIT PRICE.

## APPENDIX B

### DELIVERY LOCATION FOR VEHICLE

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

<u>Designated Location</u>	<u>Delivery Address</u>
<b>Port Authority of New York &amp; NJ</b>	LAGUARDIA AIRPORT BUILDING 84, AUTOMOTIVE SHOP FLUSHING ,NEW YORK 11371 ATTENTION- JOHN MATSEN 718-533-3570