

REQUEST FOR QUOTATION

<p>Contact person/Telephone Larry Waxman/212-435-4639</p>	<p>Collective# / / Bid Due Date 0000044303 / / 11/19/2015 Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To: Path Foot of Cape May Road Harrison NJ 07029</p>
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Quantity	Description	Unit Price	Total
	<p>Hydraulic Biodegradable Oil, VEGETABLE BASED, REQUIREMENTS CONTRACT. FURNISH AND DELIVERY IN BULK FORM TO THE PATH CONSOLIDATED SHOP IN JERSEY CITY, NJ FOR A THREE (3) YEAR REQUIREMENTS CONTRACT PERIOD FROM ON OR ABOUT 1/10/2016 TO ON OR ABOUT 1/09/2019</p> <p>SEE ATTACHED PRICE SHEET, GENERAL REQUIREMENTS AND INSURANCE REQUIREMENTS (CITS4919N).</p> <p>QUOTE FOB DELIVERED PRICING ON ALL ITEMS.</p> <p>WITH BID RESPONSE ADVISE Hydraulic Biodegradable Oil TO BE OFFERED: MANUFACTURER: _____ PLANT LOCATION: _____ MAKE/MODEL/PART NUMBER: _____</p>		
	<p>INCLUDE WITH YOUR BID RESPONSE TWO COPIES OF CATALOG CUTS/SPECIFICATIONS/DRAWINGS FOR PORT AUTHORITY REVIEW AND APPROVAL.</p> <p>PLEASE FOLLOW RETURN TO BID INSTRUCTIONS.</p>		
	<p>PLEASE QUOTE FULLY DELIVERED PRICES</p>	<p>PAYMENT TERMS</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.

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 TRANS-HUDSON CORPORATION opens this proposal.

Signed _____ Date _____
 Firm Name _____

REQUEST FOR QUOTATION

Bid Due Date
 11/19/2015

Quantity	Description	Unit Price	Total
	REPLY ONLY ON P.A./PATH REQUEST FOR QUOTATION FORM AS ATTACHING YOUR COMPANY'S TERMS & CONDITIONS MAY CAUSE YOUR BID TO BE DEEMED NON RESPONSIVE AND OR DELAY AN AWARD ISSUED. A price preference of 10 % is available for NY/NJ Minority and Women Business Enterprises (M/WBE) or 5% for NY/NJ Small Business Enterprises (SBE) certified by the Port Authority (PA) by the day before bid opening for awards not exceeding \$1,000,000. My firm was certified as a _____ on _____. QUESTIONS ONLY CONTACT: LARRY WAXMAN TEL: 212 435 4639 OR FAX 212 435 4695 OR EMAIL: Lwaxman@panynj.gov		
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Quantity	Description	Unit Price		Total
	<p>This is a Formal Bid Invitation Mail Sealed Bids to:</p> <p>The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department 4 World Trade Center 150 Greenwich Street, 21st Floor New York, NY 10007</p> <p>by the date and time listed above, where it will be publicly opened and read.</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>Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8 A.M. & 5 P.M., via regular mail, express delivery service or hand delivery. Express carrier deliveries by commercial vehicles can be made via vendors approved by Silverstein Properties, the 4 World Trade Center (4WTC) Property Manager, through the Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times. There is extensive security at the World Trade Center Site. Individuals must present a valid government-issued photo ID</p>			
	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> PAYMENT TERMS </div>	Total Delivered Price		
	PLEASE QUOTE FULLY DELIVERED PRICES			

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Quantity	Description	Unit Price		Total	
	to enter 4 WTC. Individuals without packages or carrying small packages or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All envelopes, packages and boxes may be subject to additional security screening. There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited. A valid government-issued photo ID is required to gain access into the building to attend the bid opening or hand deliver a bid. Bids that are not received by the bid custodian by the scheduled bid opening date will be considered late.				
	PATH-Deliver Hydraulic Biodegradable Oil				
1.00	The item covers the following services: OIL, HYDRAULIC BIODRADEABLE				
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TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of \$100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764A, that it will honor a determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (212) 435-4600 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.
14. Neither the Commissioners of the Port Authority, nor Directors of PATH, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

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**PORT AUTHORITY TRANS-HUDSON CORPORATION
PROCUREMENT CONTRACT FOR
BIODEGRADABLE HYDRAULIC OIL – Coll. Bid #. 44303**

1: GENERAL REQUIREMENTS

- A. This is a three (3) year requirements contract to provide and deliver in bulk form OIL, HYDRAULIC, BIODEGRADABLE, ISO 32-46, ANTI-WEAR, RUST & OXIDATION INHIBITED (MUST BE VEGETABLE BASED) MOBIL #EAL224H, GIBRALTAR BIO-SAFE, SHELL NATURELLE HF-M, CASTROL CARE LUBE HTG, OR APPROVED EQUAL, for the Port Authority Trans-Hudson Corporation (PATH).
- B. The term of the three (3) year Contract will begin on the Date of the Award.
- C. The products are for the exclusive use of the PATH and not for personal use. PATH is exempt from taxation imposed by the United States, the States of New York and New Jersey, or by municipalities of said two states.
- D. This is not to be considered an order for delivery, but merely, upon issuance, the Contractor shall be bound to honor requests from the Facility for the materials ordered during the term of the Contract.
- E. Quantities shown are for bid evaluation only and constitute no guarantee as to what quantity, if any, may actually be ordered.
- F. Deliveries will be made to PATH "C" Yard facility located at 120 Academy Street, Jersey City, New Jersey 07302. The Contractor shall provide delivery within forty-eight (48) hours after receiving notification from the PATH. Deliveries are to be made on weekdays only between the hours of 8:00 a.m. and 2:00 p.m.
- G. In addition to any other right of termination under this Agreement, PATH may terminate this Contract with cause at any time during the term or extended term of this Contract or without cause upon 10 days written notice to the Contractor. The Contractor shall have no right of termination except for cause. Termination shall be by mail and/or fax.
- H. The minimum release per order is two-hundred (200) gallons(in bulk form).
- I. Quote fully FOB delivered prices only to the location specified above.

2: INSURANCE PROCURED BY THE CONTRACTOR

- A. The Contractor shall provide insurance in conformance with "Insurance Procured by the Contractor" (CITS #4914N) requirements attached herewith.
- B. The cost of the said insurance shall be included in the unit bid pricing and extended pricing for each item shown in the Pricing Sheet.

Insurance Procured by the Contractor

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with contractual liability language covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

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

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

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

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

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

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

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Each policy above shall contain a provision 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 Financing.

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 Financing for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Financing must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Financing, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Financing must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. **[CITS#4914N]**

BID # 44303

ESTIMATED QUANTITY OF BIODEGRADABLE HYDRAULIC OIL FOR BID COMPARISON

BID ITEM (YEAR)	ITEM DESCRIPTION	TANK SIZE	UNIT PRICE PER GALLON	EST. ANNUAL QTY. (B)	ESTIMATED ANNUAL PRICE
			(A)		C= (A X B)
Year 1	Biodegradable Hydraulic Oil	1,000 GALLONS	\$	3,600	\$
Year 2	Biodegradable Hydraulic Oil	1,000 GALLONS	\$	3,600	\$
Year 3	Biodegradable Hydraulic Oil	1,000 GALLONS	\$	3,600	\$
<p>D) TOTAL FOB DELIVERED PRICE \$ _____</p> <p>D = COLUMN "C" Year One + Year Two + Year Three)</p>					
<p>Note: Minimum delivery or order will be 200 gallons (bulk)</p>					