



4 World Trade Center, 150 Greenwich Street, 21st Floor, New York, NY 10007

REQUEST FOR QUOTATION

<p>Contact person/Telephone/Email Shanta Nelson/212-435-4661/snelson@panynj.gov</p>	<p>Collective# 0000047239 Bid Due Date 09/30/2016</p> <p>Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To: Central Stockroom Jersey Avenue Maintenance Building 777 Jersey Avenue Jersey City NJ 07310</p>
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Quantity	Description	Unit Price	Total
	<p>Ford Transit 350 XL RWD 15 Passenger Van</p> <p>Delivery to various Port Authority Facilities as noted in paragraph 53 of "Specifications for: Ford Transit 350 XL RWD Fifteen Passenger Wagon(s)".</p> <p>Attachments: "Specifications for: Ford Transit 350 XL RWD Fifteen Passenger Wagon(s)" and "Appendix A-C" to be made part of this Contract.</p> <p>Contract Administrator: Mr. Kimloy Stewart</p> <p>NOTE: PLEASE CONTACT MR. STEWART 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>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>		
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS	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.

Signed _____
 Firm Name _____
 Telephone number _____ Date _____
 Fax Number _____
 Federal Taxpayer ID _____

Bidder
Must
Sign
in
Two
Places

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

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

Signed _____ Date _____
 Firm Name _____



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REQUEST FOR QUOTATION

Bid Due Date
09/30/2016

Quantity	Description	Unit Price	Total
	<p>This is a Formal Bid Invitation</p> <p>Bid Submission Instructions:</p> <p>Sealed Bids must be submitted to and received at the following address by the due date and time listed on this Request for Quotation, where they will be publicly opened and read:</p> <p>The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department 4 World Trade Center 150 Greenwich Street, 21st Floor New York, NY 10007</p> <p>Clearly mark the outside of your envelope/package with "BID ENCLOSED", the Collective/Bid Number and Due Date, and your complete company name and address.</p> <p>Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8 A.M. & 5 P.M., via regular mail, express delivery service or hand delivery. Express carrier deliveries by commercial vehicles can be made via vendors approved by Silverstein Properties, the 4 World Trade Center (4WTC) Property Manager, through the</p>		
	<p>PAYMENT TERMS</p> <p>PLEASE QUOTE FULLY DELIVERED PRICES</p>	<p>Total Delivered Price</p>	

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	<p>Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times. There is extensive security at the World Trade Center Site. Individuals must present a valid government-issued photo ID to enter 4 WTC. Individuals without packages or carrying small packages or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All envelopes, packages and boxes may be subject to additional security screening.</p> <p>There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited. The Port Authority assumes no responsibility for delays, including, but not limited to delays caused by any delivery service, building access procedure or security requirement.</p> <p>A valid government-issued photo ID is required to gain access into the building to attend the bid opening or hand deliver a bid. Bids that are not received by the bid custodian by the scheduled bid opening date will be considered late.</p> <p>If any Addenda are posted or sent as part of this Bid, the Bidder shall complete, sign and include with its Bid the addenda form(s). In the event any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though the Addenda had been acknowledged. If the Bidder downloaded this solicitation document, it is the responsibility of the Bidder to periodically check the Port Authority website at</p>			
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS		
		Total Delivered Price		

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Bid Due Date
09/30/2016

Quantity	Description	Unit Price	Total
	http://www.panynj.gov/business-opportunities/bid-proposaladvertisements.html and download any addenda that might have been issued in connection with this solicitation.		
7	Ford Transit 350 XL Wagon The item covers the following services: Ford Transit 350 XL Wagon		
PLEASE QUOTE FULLY DELIVERED PRICES		PAYMENT TERMS	Total Delivered Price

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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.

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 Fax Number _____
 Federal Taxpayer ID _____

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 Signed _____ Date _____
 Firm Name _____

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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.

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
OPERATIONS SERVICES DEPARTMENT
CENTRAL AUTOMOTIVE DIVISION
241 ERIE STREET, ROOM 307
JERSEY CITY, NEW JERSEY 07310-1397**

**DATE: September, 2016
CODE: 006-4820-015**

SPECIFICATIONS FOR:

FORD TRANSIT 350 XL RWD FIFTEEN (15) PASSENGER WAGON(S)

1. General

Bid Ford Transit 350 XL Rear-Wheel Drive fifteen (15) Passenger Wagon(s).

These specifications cover the furnishing of the latest production model Ford Transit 350 XL RWD fifteen (15) Passenger Wagon(s), which includes all manufacturer standard equipment, and all equipment and components as stated in these specifications.

The vehicle shall be designed and certified to operate in accordance with all regulatory requirements as specified within these specifications and all others as required by Federal, State of New York, State of New Jersey, and City of New York.

The Contractor shall complete the Contractor Detail Sheet, **Appendix A**, which includes the standard warranty and detail description of the vehicle. The Contractor needs to also complete The Pricing & Vehicle Options Sheet, **Appendix B**, listing the Purchase Price for each vehicle, Options, and the Total Price for all vehicles provided as per these specifications. Lastly, it is the Contractor's responsibility to read and understanding The Standard Contract Terms and Conditions, **Appendix C**, which includes the rules, regulations, and delivery locations.

The complete vehicle and all components and systems shall be complete and ready for service.

Where every possible effort shall be made to meet the following: At least sixty (60%) percent (value) of each vehicle's components and subcomponents should be produced in the United States or Canada. Final assembly should take place in the United States and all equipment be purchased from a domestic supplier.

The failure to meet these objectives will not preclude award of this contract.

However, the vendor is required to certify whether the item does or does not meet this domestic content and assembly provision, as set forth in Appendix B.

Vehicle Specifications

2. Specifications (Minimum Requirements)

The vehicle(s) shall be a fleet model Ford Transit 350 XL RWD fifteen (15) Passenger Wagon equipped with all manufacturer's standard components and equipment, and include the following minimum requirements or any other requirements needed for the specified components.

- A.** Engine: Manufacturer's standard production 3.7L Ti-VCT V6 flex-fuel engine to run on regular unleaded gasoline or E85 fuel (No Exception)
- B.** Full compliance with New York/New Jersey emissions
- C.** Transmission: 6-speed electronically controlled automatic
- D.** Transmission Oil Cooler; External
- E.** Engine Oil Cooler
- F.** Vehicle type: Ford Transit 350 XL Wagon
- G.** Rear-Wheel Drive (RWD)
- H.** Seating configurations: Fifteen (15) Passenger
- I.** Height: Low roof model
- J.** Length: Long-wheelbase model (147.6")
- K.** Exterior Color: Oxford White
- L.** Interior Color: Charcoal cloth
- M.** Heavy-Duty Trailering Package: Include a heavy-duty trailer tow package with a minimum capacity of 10,000 lbs, with manufacturer's standard heavy duty weight-carrying trailer hitch. A Cole Hersee seven (7) pin female trailer Plug model 12063, and vehicle manufacturer's standard trailer brake controller
- N.** Power four (4) wheel disc with anti-lock braking system (ABS)
- O.** SOS post-crash alert system
- P.** Doors: Swing-out passenger-side doors
- Q.** Power windows and door locks
- R.** Auto locking-on-drive feature
- S.** Remote keyless entry system
Solar-tinted windows
- T.** Privacy glass
- U.** Cruise control
- V.** Tilt/telescoping steering column
- W.** Reverse sensing system
- X.** Lane-keeping alert with driver alert
- Y.** Hill-start assist

- Z.** Traction Control
- AA.** AdvanceTrac with roll stability control (RSC)
- BB.** Electronic stability control (ESC)
- CC.** Side-wind stabilization
- DD.** Steering: Power-assisted-rack & pinion
- EE.** Suspension: Front independent strut stabilizer bar and rear with heavy-duty gas shock absorbers
- FF.** Front/rear bumper(s): Black-molded with lower valance
- GG.** Running boards
- HH.** Center-console with gear-shift
- II.** Auxiliary Power Outlet(s)
- JJ.** Sun visors: Driver & passenger side: vinyl with illuminated mirrors
- KK.** Driver & passenger seat: Ten (10) way power driver and two (2) way manual front-passenger
- LL.** Driver/Passenger Seating: Front bucket seats
- MM.** Head restraints and three (3) point safety belts on all seating positions
- NN.** Dual driver and front-passenger front-seat airbags
- OO.** Safety canopy system: with side-curtain airbags for all rows
- PP.** Front: Seat-mounted side-impact airbags
- QQ.** Anti-Freeze: Permanent type, -20°F
- RR.** Heavy-Duty Alternator: Minimum 220 Amps
- SS.** Dual Heavy-Duty Battery: Minimum 770 CCA
- TT.** Auxiliary fuel port
- UU.** Easy Fuel: Capless fuel filler
- VV.** Tires/Wheels: Manufacturer's standard tires and wheels and manufacturer's standard full-size tire
- WW.** Differential: Automatic locking rear
- XX.** Tire pressure monitor system
- YY.** Full instrumentation with tachometer
- ZZ.** Inside rear view mirror shall be day/night non-glare
- AA.** Heating/air conditioning – front/rear passenger ducts
- BB.** Side-view Mirrors: Short-arm, power-adjustable and heated with turn signal indicators
- CC.** Automatic head lamps with rain-sensing wipers
- DD.** Daytime Running lamps

- EE.** Dome lamp: Front driver & passenger with map lights and theater-dimming feature
- FF.** Rear compartment lighting
- GG.** Windshield Wipers and Washers: Front/Rear, two (2) speed electric with variable intermittent feature
- HH.** Rear window defroster
- II.** Cab roof shall have a full liner with carpeted flooring for the interior in the front/rear
- JJ.** Front driver and passenger seat: all-weather rubber floor mats
- KK.** Rear vision camera system with trailer hitch assist
- LL.** Bluetooth capable
- MM.** Onstar 4G LTE; three (3) month trial
- NN.** Back-up alarm (PA Supplied)
- OO.** 12-volt outlet (PA Supplied)
- PP.** Manufacturer's standard radio
- QQ.** Front license plate bracket installed
- RR.** Factory corrosion preventive
- SS.** Four (4) sets of vehicle keys including key fobs for each individual vehicle
- TT.** Minimum one half (½) tank fuel at delivery (units with low fuel will be rejected)
- UU.** No dealer advertising or logos of any kind

3. Option 1: Numbers, Decals, Logos -- Port Authority Non-Airfield Vehicle

When **Option 1** is specified, the vehicle shall be provided with one (1) of the Numbers, Decals, and Logos as specified in one of the following Numbers, Decals, and Logos specifications.

If requested, the Contractor shall supply a line drawing(s) with front, rear, left and 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.

Color shall be white, Dupont Imron No. 7372U or Ditzler Polyurethane No. DU8631 or, if approved, the manufacturer's standard color. A color chip shall be provided to the Engineer prior to painting. However, when bodies or other major components are stainless, aluminum, RFP or other materials that are not normally painted, they shall be left in their natural state. In addition, when requested, the upper surface of the hood and other areas that result in reflections in the driver's field of view are to be painted flat black, or other flat color approved by the Engineer.

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

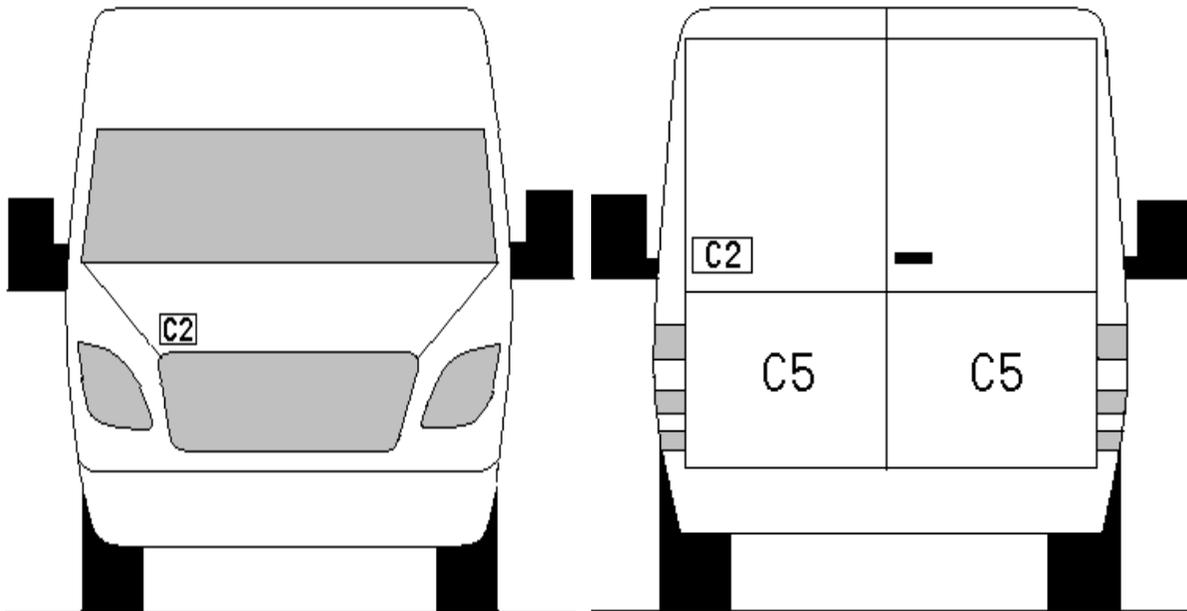
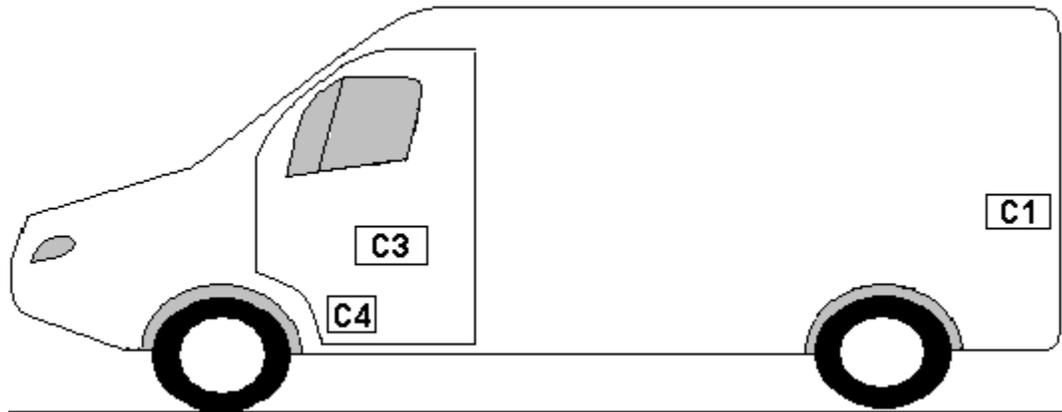
- Two (2) sets of the three and one half (3 1/2) inch high five (5) digit Blue Port Authority fleet numbers (e.g. 36042). One set located at the rear on each side of the vehicle as high and as near to the rear as practical. **(C1)**
- Three (3) sets of the one and one half (1 1/2) inch high five (5) digit Blue Port Authority fleet numbers (e.g. 36042). Located at the front and rear of the vehicle, and one located on the dashboard so the operator can see the vehicle number. **(C2)**
- Port Authority logo centered on the vertical centerline of the vehicle on each front door **(C3)**
- Facility logo on front lower edge of each front door below the PA logo. **(C4)**
- Red/Silver Barricade Striping material to cover entire rear bumper and portions of the vehicle rear as designated by the Engineer. **(C5)**
- Port Authority decal and No smoking sign installed on dashboard.
- “Do Not Top Off” decal installed as close as practical to fuel filler.

The Contractor shall furnish and install the following on each 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.
- Conspicuity material treatment (red, white, or silver tape) as required by FMVSS 108, or, as would be required to meet FMVSS-108 standards if this were an on-highway vehicle, and to adequately outline the vehicle.
- Additional conspicuity material treatment (red, white, or silver tape) as required by the Engineer to assist in recognizing the size or shape of the vehicle.
- Red Plastic engraved placard with one and one half (1½”) inch high lettering stating vehicles overall height affixed as directed by the engineer
- All vehicles equipped for towing a trailer (tow receiver, ball or pintle hook or other towing connection point installed on the unit), shall have a permanent weatherproof label or engraved placard located as near as practical to the towing connection point stating the maximum towing capacity and maximum permissible tongue weight.

The Contractor shall supply and install any other vehicle striping, markings, and labels required to comply with all applicable Federal, State, and Local standards or recommended practices and regulations, or other necessary markings as requested

Numbers, Decals, Logos - Port Authority Non-Airfield Vehicle



4. Option 2: Numbers, Decals, Logos -- Port Authority Airfield Vehicle

When **Option 2** is specified, the vehicle shall be provided with one (1) of the Numbers, Decals, and Logos as specified in one of the following Numbers, Decals, and Logos specifications.

If requested, the Contractor shall supply a line drawing(s) with front, rear, left and 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.

Color shall be white, Dupont Imron No. 7372U or Ditzler Polyurethane No. DU8631 or, if approved, the manufacturer's standard color. A color chip shall be provided to the Engineer prior to painting. However, when bodies or other major components are stainless steel, aluminum, RFP or other materials that are not normally painted, with the approval of the Engineer they shall be left in their natural state. In addition, when requested, the upper surface of the hood and other areas that result in reflections in the driver's field of view are to be painted flat black, or other flat color approved by the Engineer.

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

- Five and Three Quarter inch (5 ¾) overall stripe (Five inch (5) Yellow with five sixteenth inch (5/16) upper and lower blue border) 3M reflector tape stripe on each side of the vehicle along the belt line or an appropriate location near the vertical centerline of the vehicle from front bumper to rear bumper. **(B1)**
- Two (2) sets of the three and one half (3 1/2) inch high five (5) digit Blue Port Authority fleet numbers (e.g. 36042. One set located at the rear on each side of the vehicle on the stripe as high and as near to the rear as practical. **(B2)**
- Three (3) sets of the one and one half (1 1/2) inch high five (5) digit Blue Port Authority fleet numbers (e.g. 36042. Located at the front and rear of the vehicle, and one located on the dashboard so the operator can see the vehicle number. **(B3)**
- Port Authority logo with the bird centered on the lower edge of the blue border stripe on each door **(B4)**
- Facility logo on lower front edge of each front door. **(B5)**
- Red/Silver Barricade Striping material to cover entire rear of the vehicle rear as designated by the Engineer. **(B6)**
- Port Authority decal and No smoking sign installed on dashboard.
- "Do Not Top Off" decal installed as close as practical to fuel filler.

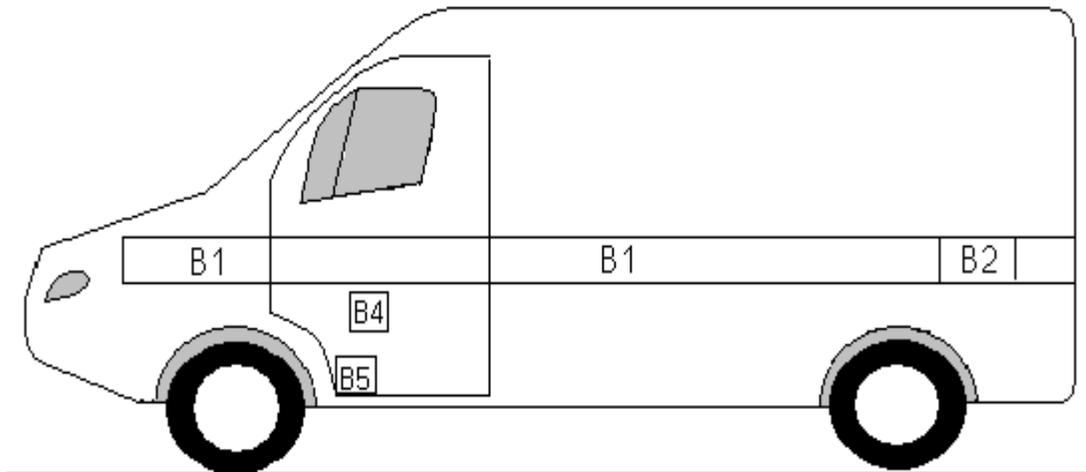
The Contractor shall furnish and install the following on each vehicle:

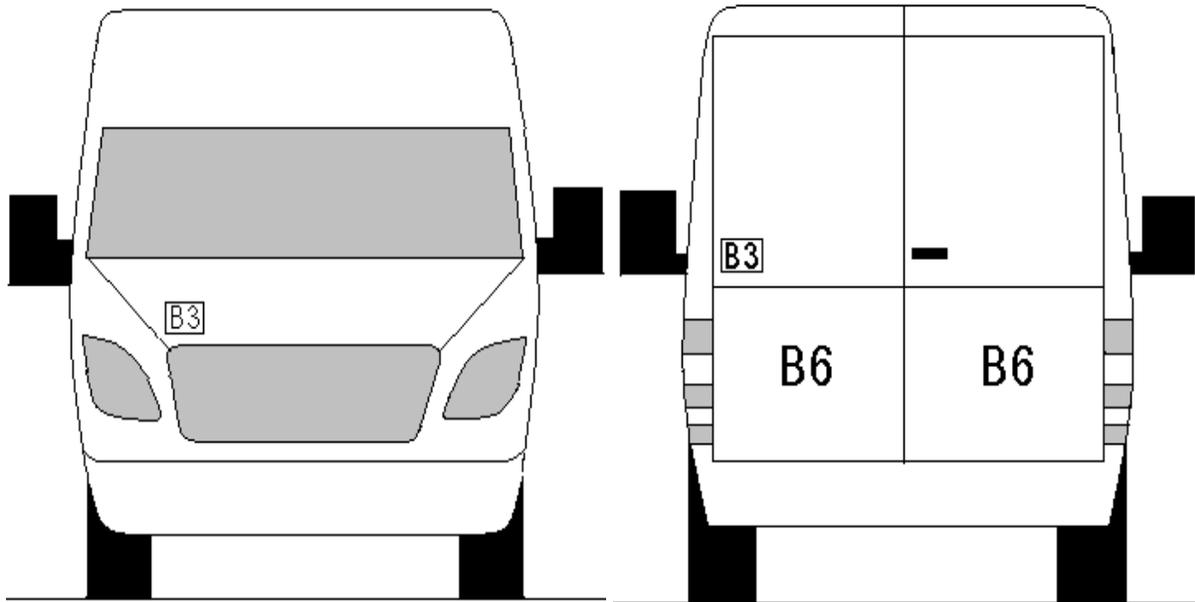
- A label near the fuel filler point(s) and all other fluid service points indicating type of fuel or service fluid appropriate for that filling location.

- Conspicuity material treatment (red, white, or silver tape) as required by FMVSS 108, or, as would be required to meet FMVSS-108 standards if this were an on-highway vehicle, and to adequately outline the vehicle.
- Additional conspicuity material treatment (red, white, or silver tape) as required by the Engineer to assist in recognizing the size or shape of the vehicle.
- Red Plastic engraved placard with 1½ inch high lettering stating vehicles overall height affixed as directed by the engineer
- All vehicles equipped for towing a trailer (tow receiver, ball or pintle hook or other towing connection point installed on the unit), shall have a permanent weatherproof label or engraved placard located as near as practical to the towing connection point stating the maximum towing capacity and maximum permissible tongue weight.

The Contractor shall supply and install any other vehicle striping, markings, and labels required to comply with all applicable Federal, State, and Local standards, including latest FAA Advisory Circular requirements or recommended practices. and regulations, or other necessary markings as requested by the engineer.

Numbers, Decals, Logos -- Port Authority Airport Operations Vehicle





5. Option 3: Lighting for Port Authority Maintenance Vehicles

When **Option 3** is specified, the vehicle shall be provided with one (1) of the Lighting Systems as specified in the following lighting specifications.

A. Lighting for Maintenance Vehicles

The vehicle shall be equipped with all lights to comply with all Federal, State and FMVSS 108 requirements. All sets of lights shall be separately fused and controlled by switches. The following minimum vehicle lighting and lighting components shall be supplied by the Port Authority, and any other components and wiring required for the installation shall be provided by the Contractor:

- Federal Signal model **VSLR46S-PANYNJA LED SEVEN (7) POD** Amber Light Bar. The Port Authority will also provide the light bar with the installation bracket to the Contractor. The light bar shall be installed at the rear of the roof as a permanent installation and wired through a properly sized breaker and constant duty relay, and operated by a dash mounted switch that shall be illuminated when the light bar is activated, and also wired so that it is off when the ignition switch is in the “Off” position.
- Federal Signal model **VSLR3S-PANYNJA LED THREE (3) POD** Amber Light Bar. The Port Authority will also provide the light bar with the installation bracket to the Contractor. The light bar shall be installed at the rear of the roof as a permanent installation and wired through a properly sized breaker and constant duty relay, and operated by a dash mounted switch that shall be illuminated when the light bar is activated, and also wired so that it is off when the ignition switch is in the “Off” position.

- Amber Grill Warning Light(s)
- Amber Rear Warning Light(s)
- Lighted Yellow Dash Toggle Switch
- Fuse Block “Tap”
- Eighty (80) Amp Weather Proof Circuit Breaker for seven (7) Pod and three (3) Pod Relay
- Seventy-five (75) Amp Relay for seven (7) Pod and three (3) Pod Light Bar w/diode
- Ten (10) Slot Auxiliary Fuse Panel w/ LED Indicator

The Contractor shall supply line drawings with front, rear, left and right sides and top views for the Engineer to indicate the location of lights for approval by the Engineer. Questions regarding exact placement of lights and controls should be directed to the Engineer for approval prior to installation.

6. Option 4: Radios for Port Authority Maintenance Vehicles

When **Option 4** is specified, the vehicle shall be provided with one (1) of the Radio packages as specified in the following Radio specifications.

A. Radios for Maintenance Vehicles

The Port Authority will furnish communication radios, microphones, speakers, amplifiers, microphone holder clips, antennas, mounting hardware, installation instructions and interconnecting wire harnesses to be installed by the Contractor in the vehicle cab near the driver.

- All Facility Motorola XTL 2500 UHF Radio (**Except PATH Facility**)
- All Facility Motorola XTL 2500 VHF Radio (**ONLY PATH**)
- FAA Aviation Radio ICOM IC-A110
- Federal Signal PA-300-012 MSB NYPD Part #690006, amplifier with Federal Signal ES-100 Speaker (for Radio Rebroadcast outside the vehicle)

Antennas will be roof mounted and wires will be run through protective loom and concealed. Radio power and grounds will be directly to the batter with a constant duty key switch controlled relay to only power radios when the ignition switch is in the run or accessory position. Wire gauges and circuit protection shall be sized as per the radio manufacturer’s recommendations and approved by the engineer. In some instances, a console or similar device for housing the radios may also be provided.

****Location and wiring details for the radios to be approved by the Port Authority’s Radio Shop Staff and the Engineer.***

APPENDIX A

CONTRACTOR'S DETAIL SHEET

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
OPERATIONS SERVICES DEPARTMENT
CENTRAL AUTOMOTIVE DIVISION
241 ERIE STREET, ROOM 307
JERSEY CITY, NEW JERSEY 07310-1397**

**DATE: September, 2016
CODE: 006-4820-015**

SPECIFICATIONS FOR:

BID FORD TRANSIT 350 XL RWD 15-PASSENGER WAGON(S)

CONTRACTOR: _____

TEL.NO: _____

REPRESENTATIVE: _____

ESTIMATED DELIVERY: _____ DAYS

VEHICLE MUST BE EQUIPPED WITH ALL MANUFACTURER'S STANDARD EQUIPMENT.

MAKE: _____

MODEL: _____

MODEL YEAR: _____

GVWR / GCWR: _____ / _____ POUNDS

TOW CAPACITY: _____ POUNDS

ENGINE: _____ L _____ # CYL _____ HP

_____ FUEL

TRANSMISSION: _____ SPEED _____ TYPE

LIST ALL WARRANTIES PROVIDED. IDENTIFY EACH BELOW, AND ATTACH ALL TERMS AND CONDITIONS FOR EACH VEHICLE.

STANDARD WARRANTIES	Years or Months	Miles
1.		
2.		
3.		
4.		

Details of standard warranties delineating items covered and not covered by the warranty as well as terms and conditions of the coverage to be provided with RFQ

LIST ALL OPTIONAL WARRANTIES PROVIDED. IDENTIFY EACH BELOW, AND ATTACH ALL TERMS AND CONDITIONS FOR EACH VEHICLE.

<u>OPTIONAL WARRANTIES</u>	<u>Years or Months</u>	<u>Miles</u>	<u>Cost/Vehicle</u>
5.			
6.			
7.			
8.			
9.			
10.			

Details of optional warranties delineating items covered and not covered by the warranty as well as terms and conditions of the coverage to be provided if requested.

Appendix B

Bidder's Price Sheet – Part 1
The bid shall be evaluated based on total vehicle Price

<i>Price all items not shaded for each line</i>	Vehicle Cost			
Item	Line #1	Line #2	Line #3	Line #4
New Vehicle Number	11845	10557	10186	10224
Org #	164	426	426	565
Delivery Location	GWB	PATC	PATC	PATH
Base Vehicle Price	\$ _____	\$ _____	\$ _____	\$ _____
Option 1: Decals & Markings: Maintenance				
Option 1A: PA Non-Airfield Vehicle	\$ _____	\$ _____	\$ _____	\$ _____
Option 2: Decals & Markings: Aviation				
Option 2A: PA Airport Operations Vehicle				
Option 3: Lighting:				
Option 3A: 7-Pod (Amber) & 3-Pod (Amber)	\$ _____	\$ _____	\$ _____	\$ _____
Option 3A1: Grill Warning Lights (Amber)	\$ _____	\$ _____	\$ _____	\$ _____
Option 3A2: Rear Warning Lights (Amber)	\$ _____	\$ _____	\$ _____	\$ _____
Option 4: Radios:				
Option 4A: Airfield Radio(s) / Maintenance Radio(s)	\$ _____	\$ _____	\$ _____	\$ _____
Vehicle Registration Inspection Sticker:	*Include 5-yr Inspection Sticker			
NY-Official Inspection Sticker				√
NY-Passenger Inspection Sticker				
NJ-Passenger Inspection Sticker	√	√	√	
Total Vehicle Price	\$ _____	\$ _____	\$ _____	\$ _____

The bid shall be evaluated based on total vehicle Price

<i>Price all items not shaded for each line</i>	Vehicle Cost		
	Line #5	Line #6	Line #7
New Vehicle Number	10386	10252	10081
Org #	144	323	328
Delivery Location	HT	EWR	EWR
Base Vehicle Price	\$ _____	\$ _____	\$ _____
Option 1: Decals & Markings: Maintenance			
Option 1A: PA Non-Airfield Vehicle	\$ _____		
Option 2: Decals & Markings: Aviation			
Option 2A: PA Airport Operations Vehicle		\$ _____	\$ _____
Option 3: Lighting:			
Option 3A: 3-Pod (Amber) / 7-Pod (Amber)	\$ _____	\$ _____	\$ _____
Option 3A1: Grill Warning Lights (Amber)	\$ _____	\$ _____	\$ _____
Option 3A2: Rear Warning Lights (Amber)	\$ _____	\$ _____	\$ _____
Option 4: Radios:			
Option 4A: Airfield Radio(s) / Maintenance Radio(s)	\$ _____	\$ _____	\$ _____
Vehicle Registration Inspection Sticker:	*Include 5-yr Inspection Sticker		
NY-Official Registration			
NY-Passenger Registration			
NJ-Passenger Registration	√	√	√
Total Vehicle Price	\$ _____	\$ _____	\$ _____

Grand Total Bid Price Seven (7) Vehicles \$ _____
(Sum of lines #1 through #7)

Note: In the event of any calculation error (s), unit price entered by the Contractor shall prevail. In the event a unit price is omitted the Port Authority shall have the right to re-calculate the total price divided by the quantity of unit arriving at a unit price.

DOMESTIC CONTENT AND ASSEMBLY CERTIFICATION

Where possible, every effort shall be made to meet the following: at least sixty (60%) percent (value) of a vehicle’s component and subcomponents to be produced in the United States or Canada; final assemble taking place in the United States and all equipment be purchase from a domestic supplier.

- Bidder certifies unit(s) meet Domestic Content and Assembly requirements.
- Bidder’s unit(s) do not meet Domestic Content and Assembly requirements.

(Signature)

(Print Name)

____ / ____ / ____
(Date)

(Title)

APPENDIX C

STANDARD CONTRACT TERMS AND CONDITIONS

1. INTENT

These Terms and Conditions apply to bid the latest production model Ford Transit 350 XL RWD fifteen (15) Passenger Wagon(s), as described in the following specifications.

2. DEFINITIONS

Authority or Port Authority:

For the purposes of this agreement, the terms “Authority” or “Port Authority” mean The Port Authority of New York and New Jersey and/or the Port Authority Trans-Hudson Corporation (PATH), as applicable.

Agreement/Contract:

For the purposes of this agreement, the terms “Agreement” and “Contract” can be used interchangeably to mean the agreement entered into by the signatories of this document, and shall consist of the Specifications, this Appendix D, and any other appendices, attachments, exhibits or addenda, as outlined in the section entitled “Entire Agreement”.

Contractor/Contractor:

For the purposes of this agreement, the terms “Contractor” and “Contractor” can be used interchangeably to mean the entity entering into this Contract with the Port Authority of New York and New Jersey.

Chief Procurement Officer:

For the purposes of this agreement, Chief Procurement Officer means the Chief Procurement Officer of the Port Authority, or successor in duties, acting personally, or her authorized representative.

Engineer:

As used in this agreement, the term "Engineer" means 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.

3. CONTRACTOR REQUIREMENTS

The Contractor 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 (four (4) hours) must be performed at the Contractor's designated repair site. All costs of moving the vehicle to and from this repair site are to be at the Contractor'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, Contractor 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 Contractor 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 Contractor 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 Contractor.

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 the 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 Contractor shall not substitute an equivalent make or model vehicle that does not meet such criteria, without prior express written approval by the Engineer. The Contractor 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 a 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 Contractor therefore certifies that there are no such taxes included in the prices quoted herein. The Contractor should retain a copy of this agreement to substantiate the exempt sale. If, however, any sales tax, use tax, or excise tax 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 Contractor 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 Contractor by a governmental Authority for the taxes as stated above, then the Port Authority will reimburse the Contractor in an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that:

The Contractor 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 Contractor 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 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 - \$ 1 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 1 million combined single limit per accident for bodily injury and property damage liability.

Garagekeepers' Legal Liability - \$100,000 per location in the Comprehensive Form (IF APPLICABLE)

In addition, the liability policy(ies) shall name The Port Authority of NY and NJ and PATH as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Contractor'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 Contractor shall also take out, maintain, and pay premiums on Workers’ Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer’s Liability Insurance with limits of not less than \$1 million each accident.

Each policy above shall contain 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 Management.

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

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

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

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

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. **CITS # 4702N**

9. OBLIGATION TO ORDER VEHICLE(S)

Upon award of contract, the Contractor shall take all actions necessary to facilitate on-time delivery. The Contractor must submit written proof to the Engineer within fourteen (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 of the Contractor to place a valid and binding order within the fourteen (14) days, or to ensure that its dealer places a valid and binding order within fourteen (14) days, shall be cause for the Authority to cancel the contract without any further obligation to the Contractor.

10. PRE-MANUFACTURING MEETING

At the Engineer's request, there shall be a pre-manufacturing meeting prior to ordering/building the vehicles. It shall take place at a Port Authority location and shall involve Contractor personnel that are directly involved with vehicle ordering/manufacturing. At this meeting, the Contractor 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, as needed 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 the section entitled "Final Payment" shall become the property of the Port Authority. The Contractor 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. PAYMENTS

After delivery, receipt of an invoice and all other required documents, and acceptance by the Engineer of a unit, the Port Authority will advance to the Contractor within thirty (30) days a payment of an amount equal to the unit price as set forth in the Pricing Sheet.

Cost for approved "Extra Work" shall be invoiced separately, accompanied by the written approved "Extra Work" authorized by the Engineer and subject to any monetary deductions, as determined solely by the Port Authority Engineer.

The invoice and documents required to be submitted for each vehicle are as follows:
The invoice for the delivered vehicle, which shall indicate a full description of the vehicle, the cab-chassis' make and model, the vehicle identification number, and the Port Authority number.

A certificate of origin fully completed transferring title and ownership to the Port Authority of NY & NJ.

Two (2) vehicle tests and certificates booklets are required.

The above invoice and certificate of origin shall serve to pass title of each complete vehicle to the Port Authority, free of liens, third party claims, or any other security interests.

13. FINAL PAYMENT

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

The Contractor's agreement 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 agreement 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 Contractor 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 Contractor that such payment was intended to be accepted as final, with the consequences provided in this numbered clause.

The Contractor 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 Contractor 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 Contractor 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 six percent (6%) per annum for the period, if any, in which such interest is due.

14. EXTRA WORK

The Contractor 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 that differs from that expressly or impliedly required in the Specifications in their present form.

The Contractor 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 and the Contractor. However, should the parties fail to reach such an agreement, the Contractor's compensation shall be increased by the following amounts and such amounts only:

In the case of Extra Work performed by the Contractor 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 subcontractor, 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 Contractor 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 Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor 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 Contractor 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 Contractor 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 Contractor.

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.

15. TIMES FOR PERFORMANCE

The Contractor shall complete the performance of the delivery and acceptance of all of the units, as described in the clause hereof entitled "Delivery." The Contractor's obligation for the performance within the times provided for in this agreement is of the essence of this agreement. The Contractor 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 agreement.

Inasmuch as the damage and loss to the Authority, resulting from delay in completing the Contractor'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 Contractor does not complete its performance within the times above stipulated, or within such times as extended in accordance with the terms of this agreement, shall be liquidated in the sum of five hundred dollars (\$500.00) per calendar day per vehicle for each day (including Saturdays, Sundays, and holidays) that the Contractor fails to meet the final date established for delivery of such vehicle.

16. 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 Contractor without separate or additional compensation. The Contractor 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 Contractor, 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 Contractor is to indemnify the Port Authority against infringement, then the Port Authority may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Engineer, and if the Contractor fails to do so the Contractor 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.

17. CONTRACTOR'S WARRANTIES

The Contractor 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 Contractor 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 thereunder;
- 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 Contractor to enter into this contract or has been relied upon by the Contractor, 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.

18. RIGHTS OF THE PORT AUTHORITY

The Port Authority shall have the right to terminate this agreement and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event the Contract shall cease and expire on the date set forth in the notice of termination. Such termination shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.

If the Contractor 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 from the Contractor's account as the Engineer deems best to secure such protection.
- B.** To have any work completed for the Contractor's account either itself or through others.
- C.** To cancel this agreement 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 agreement, 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 agreement: a statement by the Contractor to the Authority indicating that it cannot or will not perform any one or more of its obligations under this agreement; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that it will be able to perform any one or more of its obligations under this agreement; any suspension of or failure to proceed with any part of the work by the Contractor which makes it improbable at the time that it will be able to perform any one or more of its obligations under this agreement; any false certification at any time by the Contractor as to any material item certified pursuant to the clauses of Part II hereof (Contractor's Integrity Provisions), or the willful or fraudulent submission of any signed statement pursuant to such clauses which is false in any material respect; or the Contractor'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 agreement 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.

19. RIGHTS OF THE CONTRACTOR

In as much as the Contractor can be adequately compensated by money damages for any breach of this contract which may be committed by the Authority, the Contractor 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.

20. CONTRACTOR NOT AN AGENT

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

21. ASSIGNMENTS

The Contractor 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 Contractor may, however, subcontract portions of the work to be performed provided that the Engineer expressly so permits in writing. No subcontractor shall have any rights against the Port Authority and all subcontractors shall be deemed the Contractor's agents.

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

22. 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 Contractor 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 Contractor's duties or obligations, nor any aid lent to the Contractor 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.

23. 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)
- Regulations of the States of New York and New Jersey
- 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 websites:

www.panynj.gov/airports/pdf/Rules_Regs_Revision_8_04_09.pdf

www.panynj.gov/airports/pdf/rr-appendix-b.pdf

- 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

24. ERRORS AND OMISSIONS

If the Contractor discovers any errors or omissions in the specifications, in the drawings or in the work undertaken and executed by him, he 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 Contractor proceeds with any work affected thereby, he shall do so at his own risk, and the work so done shall not be considered as work done under and in performance of this agreement unless and until approved and accepted.

25. 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. 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 in writing to and expressly approved by the Engineer. Notwithstanding such approval, however, the Contractor 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 Contractor 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 Contractor to additional compensation therefore, but the Authority may make such reduction in the Contractor's compensation as may be equitably warranted because of such acceptance in lieu of the standard.

After acceptance of the Contractor's proposal, no substitutions will be permitted, except that a substitute brand or make or model named in the Specifications may be submitted in writing to the Engineer for his approval.

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 Contractor at its own expense.

26. 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 Contractor 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 agreement 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 agreement, they shall mean approved or required by the Engineer and satisfactory, necessary, or equal in the opinion of the Engineer.

27. VEHICLE WARRANTIES

The Contractor 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 Contractor 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 Contractor shall inspect the causes in detail at the Port Authority facility, report its findings to the Engineer, and correct the defects as required and in agreement with the Engineer. All repairs shall be performed within twenty-four (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 Contractor demonstrates that it is taking every possible step to resolve all issues and submits a letter indicating an estimated completion date. The Contractor 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 Contractor's plant or to any other shop, the Contractor 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 Contractor 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 Contractor 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 Contractor agrees to perform an inspection within twenty-four (24) hours after the Engineer notifies the Contractor of such failure. Upon determination by the Engineer that the failure is to be repaired by the Contractor under this warranty, the Contractor 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 Contractor agrees to have the replacement item shipped within twenty-four (24) hours after the Engineer's determination.

28. AVAILABILITY OF SPARE PARTS

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

The Contractor shall itself, or 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 hereunder for ten (10) years from the date of delivery of the last vehicle. These parts shall be available within seventy-two (72) hours of placement of an order. In order to meet this requirement, the Contractor 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 Contractor to meet the seventy-two (72) hour delivery requirement.

29. PARTS INTERCHANGEABILITY:

All components of each unit in this order shall be identical; i.e., alternators, filters, distributors, hydraulic pumps, hydraulic valves, etc.

30. PRINCIPLES OF DESIGN

These vehicles 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, 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. All bolts, washer, and nuts used shall be manufactured in the United States of America.

- 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 vehicle components and systems shall operate without being affected by interference damage or disruption including detrimental effects or interference to on-board computer modules from either vehicle generated noise, or stray Electromagnetic Frequency (“EMF”) or Radiomagnetic Frequency (“RMF”) fields encountered from any airport operations. EMF and RMF noise sources that may be generated by the vehicle, especially if such noise is detrimental to aircraft, Air Traffic Control, or air navigation equipment, shall be shielded. In the event a unit is found to create or encounter EMF or RMF problems, the Contractor will be responsible for remedying the problem to the satisfaction of the Authority.
- E.** 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.
- F.** 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. Should be powered to run with the ignition in a key on position.
- G.** The use of pilot lights or indicators for all controls or switches.
- H.** Venting systems for vehicle fuel, coolant, hydraulics, etc., shall not discharge or vent over any equipment, but shall direct such overflows to To a suitable recovery system in order not to cause an environmental spill.
- I.** All emergency shut-off valves shall be properly identifiable, as to location and operation.
- J.** All controls shall be immediately identifiable as to the correct positioning by logic of operation or clear indications.
- K.** All gauges shall be suitably marked as to the intended purpose and shall be easily visible by the operator.
- L.** 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 type of fluid. Pressure gauges shall be installed on accumulators, on all other components, or elsewhere as required with easily connectable service ports in close proximity.
- M.** Diesel engine(s) shall be approved for continuous operation using fuel meeting specifications for No. 1 or No. 2 diesel as set forth in ASTM D-976 combined with 20% Biodiesel meeting specification ASTM D 6751 for Biodiesel fuel. If these fuels require additives or involve restrictions all such requirements, restrictions, and concerns are to be detailed in the exceptions or deviations section of the bid, and instructions for such additives or instructions shall be detailed in a placard or decal located at the fuel fill location as close to the fill neck as practical.

- N. Steps, stairways, ladders walkways handholds, handrails, and used to access the cab, maintenance and operational areas or other parts of the equipment shall conform to the most recent edition of SAE J185 – Access Systems for Off-Road Machines, using the ‘preferred’ dimensions offered in this standard

31. 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 Contractor to correct these deficiencies at the Contractor's own expense, before acceptance. Any departure from the requirements of these specifications shall be immediately remedied by the Contractor at his own expense.

32. MARKING OF CONTROLS

All operating controls, light switches, and accessory equipment that may be installed on the unit shall be clearly and permanently marked and identified by a metal or oil resistant plastic identification plates with stamped recessed lettering filled with a contrasting color paint. The lettering for the instrument panel controls shall be approximately one-half (1/2”) inch high and approximately one (1”) inch high for all other locations. The above shall apply to all controls. All switches shall be "on" in the up position.

33. IDENTIFICATION CARDS

Each delivered vehicle shall have a 5" x 9" index card affixed to the inside of the windshield. This card shall contain the following information and shall be visible from the outside of the vehicle:

Contractor's Name
Purchase Order Number
Make & Model Port Authority Engineer's (Name on purchase order)
Vehicle Identification Number (VIN)

34. SERVICING BEFORE DELIVERY (MAKE-READY)

Prior to delivery, each vehicle shall be completely serviced by the Contractor in its 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 Contractor’s final inspection form shall be forwarded to the Engineer with the invoice.

35. CERTIFICATE OF ORIGIN

The Contractor shall submit to the Engineer seven (7) days before delivery of each unit, the certificate of origin for a vehicle. This certificate shall be fully completed so as to enable the transfer of ownership to the Port Authority of NY & NJ.

If the Contractor or the truck dealer is based in the state of New York, the Contractor shall also submit with the above certificate of origin, the New York State Certificate Of Sale, form MV-50, fully completed.

If the Contractor or the truck dealer is based in the state of New Jersey, the Contractor, in addition to submitting the above certificate of origin, must conform to New Jersey state motor vehicle requirements.

The above document(s) shall be sent to:

**The Port Authority of NY & NJ
Port Authority Technical Center
Central Automotive Division
241 Erie Street, Room 307
Jersey City, New Jersey 07310-1397
Attn: Kimloy N. Stewart**

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

**The Port Authority of NY & NJ
4 World Trade Center
150 Greenwich Street
New York, NY 10007**

36. DEVIATIONS

Minor deviations from the provisions of these specifications will be considered, to permit manufacturers to follow their standard manufacturing processes. The Contractor shall not substitute an equivalent make or model vehicle that does not meet that criteria, without requesting such deviation, which shall only be permitted upon prior express written approval of the Engineer.

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 Contractor'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 Contract. See the clause hereof entitled "Materials and Workmanship".

37. INSPECTION AND ACCEPTANCE TESTING

Inspection of workmanship, materials, designs, and performance of the unit may be made at the Contractor'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 Contractor, in writing, of vehicle acceptance. Any defect or failure to comply with any requirements of these specifications shall be immediately remedied by the Contractor at its own expense prior to retesting of the unit.

38. QUALITY CONTROL

Critical components and the complete unit must demonstrate compliance with these specifications. The Contractor 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 Contractor 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 Contractor shall develop and submit for the Engineer's approval test plans covering all tests required to be performed hereunder. 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.

39. RISKS ASSUMED BY THE CONTRACTOR

The Contractor assumes the following distinct and several risks, whether they arise from acts or omissions (whether negligent or not) of the Contractor, of the Authority, or of third persons, or from any other cause, and whether such risks are within or beyond the control of the Contractor, 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 Contractor 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 Contractor 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 Contractor 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 Contractor operations or presence at or in the vicinity of any Authority premises, including claims against the Contractor 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 Contractor 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 Contractor shall defend against any claim described in subparagraphs (a) and (b) above, in which event it 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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.

40. HIGH SECURITY AREAS

Services under the Contract may be required in designated secure areas, as the same may be designated by the Manager from time to time ("Secure Areas"). The Port Authority shall require the observance of certain security procedures with respect to Secure 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. All

personnel that require access to designated secure areas who are not under positive escort by an authorized individual will be required to undergo background screening and personal identity verification.

Forty-eight (48) hours prior to the proposed performance of any work in a Secure Area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to Secure Areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the Secure Areas which will be in effect on the commencement date. The description of Secure Areas may be changed from time to time and at any time by the Manager during the term of the Contract.

41. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has the responsibility of ensuring safe, reliable and secure transportation facilities, systems, and projects to maintain the well-being and economic competitiveness of the region. Therefore, the Authority reserves the right to deny access to certain documents, sensitive security construction sites and facilities (including rental spaces) to any person that declines to abide by Port Authority security procedures and protocols, any person with a criminal record with respect to certain crimes or who may otherwise pose a threat to the construction site or facility security. The Authority reserves the right to impose multiple layers of security requirements on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, or may make any amendments with respect to such requirements as determined by the Authority.

These security requirements may include but are not limited to the following:

- Contractor/ Subcontractor identity checks and background screening

The Port Authority's designated background screening provider may require 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; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like.

The Contractor may be required to have its staff, and any subcontractor's staff, material-men, visitors or others over whom the Contractor/subcontractor has control, authorize the Authority or its designee to perform background checks, and a personal identity verification check. Such authorization shall be in a form acceptable to the Authority. The Contractor and subcontractors may also be required to use an organization designated by the Authority to perform the background checks.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff

that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

No person will be permitted on or about the Authority construction site or facility (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the authority requires facility-specific identification credential for the Contractor's and the subcontractor's staff, the Authority will supply such identification at no cost to the Contractor or its subcontractors. Such facility-specific identification credential shall remain the property of the Authority and shall be returned to the Authority at the completion or upon request prior to completion of the individual's assignment at the specific facility. It is the responsibility of the appropriate Contractor or subcontractor to immediately report to the Authority the loss of any staff member's individual facility-specific identification credential. The Contractor or subcontractor shall be billed for the cost of the replacement identification credential. Contractor's and Subcontractor's staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working or leaving an Authority construction site or facility.

Employees may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, unlaminated social security card for identify and SSN verification. Where applicable, for sensitive security construction sites or facilities, successful completion of the application, screening and identify verification for all employees of the Contractor and subcontractors shall be completed prior to being provided a S.W.A.C. ID Photo Identification credential.

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority construction site or facility (including rental spaces) access control, inspection and monitoring by Port Authority Police or Authority retained contractor security guards. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work and that of its Subconsultant/Subcontractor's and service suppliers at the Authority construction site or facility (including rental spaces). In addition, the Contractor, subcontractor or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or make sketches on any other medium at the Authority construction sites or facilities (including rental spaces), except when necessary to perform the Work under this Contract, without prior written permission from the Authority. Upon request, any photograph, digital images, video recording or sketches made of the Authority construction site or facility shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority information considered Confidential Information ("CI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of February, 2009, and as may be further amended. The Handbook and its requirements are hereby incorporated into this

agreement and will govern the possession, distribution and use of CI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to CI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The following is an outline of some of the procedures, obligations and directives contained in the Handbook:

- (1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per the Handbook;
- (2) require that individuals needing access to CI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.
- (3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;
- (4) specific guidelines and requirements for the handling of CI to ensure that the storage and protection of CI;
- (5) restrictions on the transfer, shipping, and mailing of CI information;
- (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing CI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to CI, from viewing such information;
- (7) require that CI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
- (8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority awarded contract.
- (9) prohibit the publication, exchange or dissemination of CI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
- (10) require that CI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

- Audits for Compliance with Security Requirements

The Port Authority may conduct random or scheduled examinations of business practices under this section entitled “NOTIFICATION OF SECURITY REQUIREMENTS” and the Handbook in order to assess the extent of compliance with security requirements, Confidential Information procedures, protocols and practices, which may include, but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

42. NON-DISCRIMINATION REQUIREMENTS

The Contractor shall take all necessary and reasonable steps to ensure non-discrimination in the performance and administration of all aspects of this Contract.

- a. Contractor hereby agrees that no person on the ground of race, color, national origin, creed/religion, sex, age or handicap/disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the furnishing of goods or services or in the selection and retention of subcontractors and/or Contractors under this Contract. Contractor shall also ascertain and comply with all applicable federal, state and local laws, ordinances, rules, regulations, and orders that pertain to equal employment opportunity, affirmative action, and non-discrimination in employment.
- b. Contractor agrees that these “Non-Discrimination Requirements” are a binding part of this Contract. Without limiting the generality of any other term or provision of this Contract, in the event the Authority, or a state or federal agency finds that the Contractor or any of its subcontractors or Contractors has not complied with these “Non-Discrimination Requirements”, the Authority may cancel, terminate or suspend this Contract in accordance with Section 18 of these Standard Terms and Conditions entitled, “Rights of the Port Authority.”
- c. Contractor agrees to cooperate fully with the Authority’s investigation of allegations of discrimination. Cooperation includes, but is not limited to, allowing the Authority to question employees during the investigation of allegations of discrimination, and complying with directives that the Authority or the State or Federal government deem essential to ensure compliance with these “Non-Discrimination Requirements.”

43. SHIPMENT

The Contractor shall ship the units under bills of lading designating the consignee as the Port Authority of New York and New Jersey, c/o Contractor, said bills of lading to provide that the Contractor 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 Contractor’s. In such case, the Contractor's obligations under the clause entitled "Risks Assumed by the Contractor" shall not be impaired.

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

If the Contractor's plant is more than four hundred (400) miles from the designated delivery point, at the Contractor's request the Engineer may approve over-the-road transportation of the completed unit to the Port Authority, with an associated cost savings. In all such instances, the Contractor must utilize his own drivers, or the services of a licensed and bonded driveaway service having a Federal Motor Carrier Safety Administration rating of not less than "Satisfactory". In addition, his driver or the driveaway service must be specifically instructed, in writing, with copies provided to the Engineer prior to approval, as to all truck chassis, power train, tire, and other manufacturer's restrictions on speed, fuel, continuous hours of operation, and any other 'break-in' or operational restrictions. A driver's log and receipts shall be provided demonstrating compliance with the above stated restrictions. Finally, the vehicle must be cleaned, fueled, and prepared in accordance with requirements of this contract after transportation and prior to delivery to the Port Authority.

44. NO THIRD PARTY RIGHTS

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

45. PRODUCTION PLAN

After the opening of proposals and within ten (10) working days of receipt of request, the bidder shall submit to the Engineer:

- A. A detailed production plan for the manufacture and completion of each vehicle. The plan shall include the delivery of major components to be acquired, production start and completion dates, test completion date, and delivery date for each vehicle, based on an award date of 120 days after the date of the opening of the bid. The plan shall include a Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) chart and any other items requested by the Engineer.
- B. Sample drawings and schematics of a manufacturer's production model similar to the vehicle described in the specifications.
- C. A spreadsheet listing vehicle completion, delivery, and in-service schedule, based on paragraph "A" above.

46. DELIVERY

The Contractor shall deliver vehicle(s) to the delivery location(s) indicated in the table located under Standard Contract Terms and Conditions line #53 hereof. If the Engineer requests for the Contractor to drop-ship the cab-chassis' or vehicle(s) to an alternate delivery location(s), the Contractor shall be responsible to make all necessary arrangements for the delivery(ies), and the Contractor and the Engineer shall mutually agree on any cost adjustments for delivery to the alternate delivery location.

The Contractor shall deliver the unit(s) complete and ready for service, within forty-five (45) calendar days commencing from the Port Authority Purchase Order Date after receipt, by it, of the acceptance of its proposal.

The Contractor shall develop and maintain a weekly updated manufacturing and delivery schedule. Upon request, the Contractor shall submit to the Engineer, within two (2) days of the request, a copy of the updated manufacturing and delivery schedules.

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 Contractor's responsibility for removing the vehicles from the truck and placement onto the ground at a location designated by receiving personnel.

Vehicles shipped by other than the Contractor'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 Contractor 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 agreement. 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 Contractor is necessarily delayed in delivery solely and directly by a cause which meets both of the following conditions:

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

The Contractor 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 Contractor or for other delay for which the Contractor is not entitled to an extension of time.

Any reference herein to the Contractor shall be deemed to include subcontractors and material men, whether or not in privity of contract with the Contractor, and employees of all the foregoing. Therefore, the Contractor shall be charged with a delay caused by a subcontractor, material men 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 Contractor 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 Contractor, and failure of the Contractor 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 Contractor shall affirmatively demonstrate to the satisfaction of the Engineer that it is due. To this end, the Contractor 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 agreement that the Contractor 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 Contractor or of any other act or omission of the Contractor shall be cause for an extension of time.

The Contractor 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, Contractors, and agents, and its sole remedy against the Authority shall be an extension of time as set forth herein.

47. DRAWINGS, SCHEMATICS, AND FUNCTIONALITY CHARTS

Within six (6) weeks after acceptance of its bid, the Contractor shall deliver to the Engineer for approval complete and fully detailed and dimensioned drawings in triplicate showing how it proposes to construct the complete unit with all equipment, the pumping system, the weight distribution of the complete unit both loaded and unloaded, and any other drawings, sketches and calculations requested by the Engineer. These drawings shall show the size and exact location of all principal parts as well as the method of mounting and other data necessary or desirable to provide complete information on what the Contractor proposes to furnish.

The Engineer will approve the drawings or require additions or corrections to be made therein, returning a copy of those drawings on which additions or corrections are required. The Contractor shall promptly make the required additions and corrections and resubmit such drawings within ten (10) days of their return to the Contractor in triplicate to the Engineer for his approval. Each unit as finally furnished and delivered shall be in strict accordance with the drawings as finally approved. Any work performed by the Contractor before approval of the drawings relating to such work shall be at the Contractor's risk and the work so done shall not be considered as work done under and in performance of this agreement unless and until approved and accepted by the Engineer.

All drawings, parts list, data, and other papers of any type whatsoever, whether in the form of writing, figures, or delineations, which are prepared in connection with this agreement and submitted to the Authority, shall become the property of the Authority, except to the extent that rights are reserved to others under existing valid patents and are not given the Authority under the clause hereof entitled "intellectual property". Subject to the above, the Authority shall have the right to use or permit the use of all such

drawings, data, and other papers, and any oral information received by the Authority, any ideas or methods represented by such papers and information for any purpose and at any time, without other compensation than that specifically provided herein. No such papers or information shall be deemed to have been given in confidence, and any statement and/or legend to the contrary on any of the said drawings, data, or other papers shall be void and of no effect.

The Contractor's drawings shall include but not be limited to the following:

- A. General layout of the complete unit, showing all dimensions of the general configuration, position of the major components, turning clearances, weight distribution (laden and unladen), and the location of the vehicle's center of gravity.
- B. Schematic of the following systems, showing all components with full make and part numbers (manufacturer's specification data shall be submitted with drawings): color coded for Identification of systems
 - Electrical and electronic system(s)
 - Pneumatic System(s)
 - Hydraulic System(s)
 - Functionality chart showing detailed operation of all systems in all modes of operation
- C. Any other drawings, schematics, charts, or documentation, as requested by the Engineer.

48. 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 Contractor 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 agreement 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 agreement, they shall mean approved or required by the Engineer and satisfactory, necessary, or equal in the opinion of the Engineer.

49. OPERATION, MAINTENANCE, REPAIR DATA AND PROPRIETARY DIAGNOSTIC EQUIPMENT AND PROGRAMS

The Contractor 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.

Manuals shall be provided electronically on cd-roms, and if cd-roms are not available, on microfiche, or as bound "hard" copies if not available electronically. All paper manuals shall be bound and assembled. Manuals are to be shipped per delivery instructions (see attached appendix). Do not ship the manuals with the unit.

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 Contractor 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 Contractor or manufacturer uses components manufactured by others in building equipment which it sells under its own trade name, the Contractor 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 Contractor 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 Port Authority.

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. Three (3) sets for the first vehicle ordered.
- B. One (1) additional set for each subsequent vehicle ordered up to a maximum of 9 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 Contractor 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. Contractors 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.

50. PREVENTIVE MAINTENANCE INSTRUCTIONS

In addition to the manuals specified above, the Contractor shall furnish an equal number of condensed preventive maintenance frequency and instructions for each preventative maintenance routine required for the unit. These frequencies and 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. The Preventative Maintenance Instructions must include a listing of all part numbers and part descriptions necessary to perform the specific preventative maintenance task such as filter descriptions and part numbers, special tools needed to perform the task, and replacement fluid specifications and quantities.

51. PREVENTIVE MAINTENANCE PARTS KITS

To facilitate timely preventative maintenance of the units until parts stocking is established, the Contractor shall also provide with each unit all parts required to complete the manufacturers' recommended preventative maintenance for at least six (6) months, two hundred (200) engine hours, or ten thousand (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 shall 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.

52. TRAINING

The Contractor shall also provide *One (1)* separate *Four (4)* hour training session on the maintenance, repair, troubleshooting, and inspection of the vehicles. The Port Authority shall designate when and where the sessions will be conducted.

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

The Port Authority shall designate when and where the session will be conducted, and will provide classrooms and/or shop space for the training. The instructor must speak and write in English.

53. DELIVERY LOCATIONS FOR VEHICLES AND MANUALS

The Contractor shall deliver vehicle, parts, and service manual directly to the Port Authority automotive shops, as designated below. Contractors shall send to the Engineer receipts showing delivery of vehicles and manuals from each shop. Payment will not be released without these documents.

NUMBER OF VEHICLES MANUALS AND TRAINING	DELIVERY ADDRESS
FOUR (4) VEHICLE(S) TWO (2) MANUAL(S)	Port Authority of NY & NJ Central Automotive Shop 777 Jersey Avenue Jersey City, NJ 07310 Attn: Ron Westervelt Tel: (201) 386-6861 Fax: (201) 386-6871 GPS: 40.731562,-74.044807
ONE (1) VEHICLE ONE (1) MANUAL	Port Authority of NY & NJ Central Automotive Division George Washington Bridge Automotive Shop 220 Bruce Reynolds Blvd Fort Lee, NJ 07024 Attn: Nicholas Morin Tel: (201) 346-4146 Fax: (201) 346-8028 GPS: 40.853601,-73.96974
TWO (2) VEHICLE(S) ONE (1) MANUAL	Port Authority of NY & NJ Central Automotive Division Newark Liberty International Airport Automotive Shop 47-199 Brewster Rd Newark, NJ 07114 Attn: Joe Kardos Tel: (973) 961-6044 Fax: (973) 961-6530 GPS: 40.703441,-74.154684

54. RIGHT TO PURCHASE ADDITIONAL UNIT(S)

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 Contractor's bid and ending on the three hundred sixty-fifth (365th) day thereafter.

"Initial Model Year" shall mean the model year applicable on the Port Authority's date of acceptance of the Contractor'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 Chief Procurement Officer or a duly authorized representative to the Contractor given at any time during the initial model year, the Port Authority shall have the right, but not the obligation, to purchase from the Contractor 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 Chief Procurement Officer or a duly authorized representative to the Contractor, the Port Authority shall have the further right, but not the obligation, to purchase from the Contractor 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 Contractor 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.
- B.** 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 Contractor's 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 Contractor's request for the price changes.
- C.** No price changes shall exceed the change in the price calculated utilizing the Consumer Price Index – All Urban Customers (CPI-U); Series ID: CUURA101SA0L2; Not Seasonally Adjusted; Area: New York – Northern New Jersey – Long Island, NY-NJ-CT-PA; Item: All Items Less Shelter; Base Period: 1982-84=100, published by the Bureau of Labor Statistics of the United States Department Of Labor (herein called the "Price Index").
- D.** The Contractor shall include all backup materials and calculations with the request for increased pricing.
- E.** 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 or 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 Contractor'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 Contractor, 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 Contractor represents that the last day on which orders may be placed for the model year currently in effect is:

_____/_____/_____
(date to be inserted by Contractor)

Acknowledged for Contractor:

By: _____

Title: _____

Date: _____

56. CONFIDENTIAL INFORMATION/NON-PUBLICATION

- A. As used herein, confidential information shall mean all information disclosed to the Contractor or the personnel provided by the Contractor hereunder which relates to the Authority's and/or PATH's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Contractor's Services under this Contract.

- B. Confidential information shall also mean and include collectively, as per The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of February, 9 2009), Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

C. The Contractor shall hold all such confidential information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Contractor shall promptly and fully inform the Director in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract."

D. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the Contractor 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.

55. ENTIRE AGREEMENT

The agreement between the Port Authority and the Contractor consists of this document, the Request For Quotation ("RFQ"), the Specifications, any Appendices, and all other documents required to be submitted by the Contractor with its proposal, and the Authority's acceptance of the Contractor's proposal 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.

56. 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.

57. APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the state of New York. The Contractor 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 agreement and waives any objection to such jurisdiction which it might otherwise have; and the Contractor agrees that mailing of process addressed to it, at the address of the Contractor 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.

58. NO PERSONAL LIABILITY

Neither the Commissioners of the Port Authority, nor Directors of the Port Authority Trans-Hudson Corporation (“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 Contract, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

PART II- CONTRACTOR'S INTEGRITY PROVISIONS

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
- d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
- e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of fifty thousand dollars (\$50,000) as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

- a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996, (a copy of which is available upon request) nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
- e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
- f. the Bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.
- g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination, where the solicitation is a Request for Proposals, with respect to (i) the solicitation, evaluation or award of this Contract, or (ii) the preparation of specifications or request for submissions in connection with this Contract.

The foregoing certifications shall be deemed to be made by the Bidder as follows:

- * if the Bidder is a corporation, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each parent, affiliate, director, and officer of the Bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Bidder with an ownership interest in excess of 10%;
- * if the Bidder is a partnership, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Bidder, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "2g", if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Contract, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsiveness or non-responsibility.

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids and the term of the Contract, if Bidder is awarded the Contract, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding and continuing this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications, has failed to immediately notify the Port Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said

Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any 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 rate of wage legislation.

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

4. Contractor Responsibility, Suspension of Work and Termination

During the term of this Contract, the Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Port Authority to present evidence of its continuing legal authority to do business in the States of New Jersey or New York, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Port Authority, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Port Authority issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and an opportunity to be heard with appropriate Port Authority officials or staff, the Contract may be terminated by Port Authority at the Contractor's expense where the Contractor is determined by the Port Authority to be non-responsible. In such event, the Port Authority or its designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach, including recovery of costs from Contractor associated with such termination.

5. No Gifts, Gratuities, Offers of Employment, Etc.

At all times, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In the event that the Contractor becomes aware of the occurrence of any conduct that is prohibited by this section entitled "No Gifts, Gratuities, Offers of Employment, Etc.", it shall report such occurrence to the Port Authority's Office of Inspector General within three (3) business days of obtaining such knowledge. (See ["http://www.panynj.gov/inspector-general"](http://www.panynj.gov/inspector-general) for information about to report information to the Office of Inspector General). Failing to report such conduct shall be grounds for a finding of non-responsibility.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated March 11, 2014, as may be revised (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

6. Conflict of Interest

During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or

potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Director may require the Contractor to submit a mitigation plan addressing and mitigating any disclosed or undisclosed conflict, which is subject to the approval of the Director and shall become a requirement, as though fully set forth in this Contract. In the event the Director shall determine that the performance by the Contractor of a portion of its Services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said Services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract, which results, directly or indirectly, from the Services provided by the Contractor hereunder. The Port Authority's determination regarding any questions of conflict of interest shall be final.

7. Definitions

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education

and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting and/or law enforcement agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

Bidder - shall mean Bidder; except and until the Contract has been awarded, then it shall mean Contractor

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean executing this Contract.