



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

REQUEST FOR QUOTATION

<p>Contact person/Telephone/Email Nancy Ubilla/212-435-4605/nubilla@panynj.gov</p>	<p>Collective# / RFQ Number / Bid Due Date 0000047757 / / 11/22/2016 Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To: Port Authority Technical Center 241 Erie Street - Room 105 Jersey City NJ 07310</p>
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Quantity	Description	Unit Price	Total
	<p>Provide fabrication and installation of Fence Banners.</p> <p>Delivery to: 185 Greenwich Street, NY, NY Attn: Kimberly Trevisan DELIVERY MUST BE SCHEDULED 24 HOURS IN ADVANCE BY CALLING MS. TREVISAN AT 212-435-6527.</p> <p>ALL BANNERS SHALL BE ROLLED FOR SHIPPING/DELIVERY. BIDDERS SHALL PROVIDE A PEDESTRIAN/TRAFFIC SAFETY PLAN.</p> <p>DELIVERY LEAD TIME: _____</p> <p>ATTACHMENT: "INSURANCE PROCURED BY CONTRACTOR" WILL BE PART OF THIS CONTRACT.</p> <p>A price preference of 10 % is available for NY/NJ Minority and Women Business Enterprises (M/WBE) or 5% for NY/NJ Small Business Enterprises (SBE) certified by the Port Authority (PA) by the day before bid opening for awards not exceeding \$1,000,000. My firm was certified as a _____ on _____.</p>		
	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.

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.

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

Bidder
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In
Two
Places

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

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	<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>		
	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> PAYMENT TERMS </div>		
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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>		
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	http://www.panynj.gov/business-opportunities/bid-proposaladvertisements.html and download any addenda that might have been issued in connection with this solicitation.																				
1.000 PU	<p>WTC Wayfinding/Construction Fence Banner AS PER SPECIFICATIONS:</p> <p>Printing of mesh banners on mesh supreme - 15-20% open weave, full color printing, webbing enforced hem on all sides with black finish metal grommets spaced approx. every 12". Banner sizes & Qty as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">QTY</th> <th style="text-align: left;">SIZE</th> <th style="text-align: left;">UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td>15</td> <td>80"WX90"H</td> <td>\$ _____</td> </tr> <tr> <td>80</td> <td>250"WX90"H</td> <td>\$ _____</td> </tr> <tr> <td>15</td> <td>117"WX90"H</td> <td>\$ _____</td> </tr> <tr> <td>20</td> <td>190"WX90"H</td> <td>\$ _____</td> </tr> <tr> <td colspan="2">INSTALLATION:</td> <td>\$ _____</td> </tr> </tbody> </table> <p>Include in installation price: *All labor, materials, ties, equipment (including lifts).</p>	QTY	SIZE	UNIT PRICE	15	80"WX90"H	\$ _____	80	250"WX90"H	\$ _____	15	117"WX90"H	\$ _____	20	190"WX90"H	\$ _____	INSTALLATION:		\$ _____		
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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.

Insurance Procured by the Contractor

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

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

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

Professional Liability Insurance - \$ 5 Million per claim with a 3 years extended discovery and reporting period.

In addition, the liability policy (ies) shall name “The Port Authority of New York and New Jersey and its related entities, their commissioners, directors, officers, partners, employees, agents and all the entities listed under **Schedule 1** below as additional name insureds”, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. In the event the Contractor maintains insurance in greater limits than the stated minimum, the Port Authority of New York and New Jersey, its related entities, commissioners, directors, officers, partners, employees and agents shall be included as additional insured to the full extent of all such insurance. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured condition and severability of interests clause for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Any and all excess and umbrella policies shall ‘follow form’ by conforming to the underlying policies. Furthermore, the Contractor’s insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim. The insurance in this Section shall include a waiver of subrogation, as allowed by law, on all insurance policies in favor of the additional insureds.

These insurance requirements shall be in effect for the duration of the contract to include any maintenance/warranty/guarantee period.

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

“The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way

the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.”

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

Each policy above shall contain an endorsement that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

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

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), including but not limited to the cancellation notice endorsement and stating the agreement/contract number prior to the start of work. The General Manager, Risk Management must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

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

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

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by

the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract.

Certificate Holder:

The Port Authority of New York & New Jersey
Treasury Department
150 Greenwich Street, 19th Floor
New York, NY 10007

Schedule 1 – Indemnitees and Additional Insureds:

- a) The Port Authority of New York and New Jersey
- b) WTC Retail LLC
- c) 1 World Trade Center LLC
- d) The Port Authority Trans-Hudson Corporation
- e) STV Construction, Inc.
- f) NYS Department of Transportation
- g) Tishman Construction Corporation
- h) Tishman Realty & Construction Co., Inc.
- i) Tishman Construction Corporation of New York
- j) Silverstein Freedom Tower Development LLC, and its Affiliates
- k) 2 World Trade Center LLC
- l) 3 World Trade Center LLC
- m) 4 World Trade Center LLC
- n) World Trade Center Properties LLC
- o) 1 WTC Holdings LLC
- p) 2 WTC Holdings LLC
- q) 3 WTC Holdings LLC
- r) 4 WTC Holdings LLC
- s) Silverstein Properties, Inc.
- t) Silverstein East WTC Facility Manager LLC
- u) WTC Redevelopment LLC
- v) Silverstein WTC Mgmt. Co. LLC
- w) Silverstein WTC Mgmt. Co. II LLC
- x) Silverstein WTC Properties LLC
- y) Silverstein WTC LLC
- z) Silverstein 2/3/4 WTC Redevelopment LLC
- aa) Spring World Inc.

- bb) Spring WTC Holdings Inc.
- cc) WTC Investors LLC
- dd) Net Lessees' Association of the World Trade Center
- ee) WTC Management and Development LLC
- ff) Silverstein WTC Management and Development LLC
- gg) WTC Investors Management and Development LLC
- hh) Larry A. Silverstein
- ii) World Trade Center Hold Co. Ltd
- jj) 3 WTC Mezz LLC.
- kk) The City of New York
- ll) The Lower Manhattan Development Corporation
- mm) The World Trade Center Memorial Foundation
- nn) Metropolitan Transportation Authority
- oo) Durst 1 WTC Developer LLC
- pp) Durst 1 WTC LLC
- qq) Durst Management and Development LLC
- rr) Durst WTC Corporation
- ss) Durst WTC Holding LLC
- tt) New WTC Retail JV LLC
- uu) New WTC Retail Owner LLC
- vv) PA Retail Newco LLC
- ww) Royal 1 WTC Management LLC
- xx) Royal Realty Corp.
- yy) SRDA Manager, LLC
- zz) The Durst Manager LLC
- aaa) The Durst Organization Inc.
- bbb) Tower 1 Holdings LLC
- ccc) Tower 1 Joint Venture LLC
- ddd) Tower 1 Member LLC
- eee) Tower 5 LLC
- fff) WTC Retail LLC
- ggg) WTC Tower 1 LLC

Any and all owners and affiliated entities of the foregoing