SURPLUS SALES OFFER NO. 298

SALE & REMOVAL OF ONE SURPLUS AIR BRAKE TEST RACK, SOLD AS IS, WHERE IS

BID DUE DATE: 10 A. M., THURSDAY, MARCH 12, 2015

I understand that the following terms and conditions will apply to any purchase I make at this sale. All quantities, lengths and weights are approximate. This bid is irrevocable for ninety days after opening. The Port Authority reserves the right to accept any bid or combinations of bids which it considers in its best interest.

The bidder whose bid is accepted by the Port Authority on this Sales Offer has entered into a legally binding contractual agreement with the Port Authority. If at any time such a bidder fails to honor the terms of that contract, he/she will be declared in breach of contract, forfeit his/her bid deposit and be liable for all damages to the Port Authority including the difference in the bid price and the next high responsive bid, and reletting costs, if any. In addition, the bidder may be ineligible for future Port Authority contract awards.

This form must be signed twice and submitted with bids in order for the bid to be considered.

Print Name: _____

Company: _____

Address: _____

_____

_____

Phone Number: _____

Fax Number: _____

Email: _____

Signature: _____ **Date:** _____

PLEASE READ ALL TERMS AND CONDITIONS BEFORE SIGNING

This bid is irrevocable for ninety days after opening.

SIGNATURE: _____ **DATE:** _____

(YOUR SIGNATURE IS ACKNOWLEDGEMENT THAT YOU HAVE READ AND ACCEPT THE TERMS OF THE SALE.)

NOTICE: The Port Authority of New York and New Jersey (the "Port Authority" or "Authority") is offering for sale and removal "As Is" and "Where Is", one air brake test rack. A description of this item is on Page 8 of this document. Neither the items nor the descriptions thereof, nor the quantities shown are guaranteed by the Port Authority, and the Port Authority reserves the right to reject any and all bids or to accept them in whole or in part, which in its opinion will best serve its interests and to waive defects in proposals.

INSPECTION: Inspection of these items is by appointment only, and is to be scheduled between the hours of 9:00 a.m. and 1:00 p.m. Inspection dates are Wednesday, February 25, 2015 and Wednesday, March 4, 2015. Please call (201) 395-3424 or email fmarsell@panynj.gov to make a site-inspection appointment. **PLEASE NOTE:** Requests to schedule an appointment for inspection must be made no later than Noon of the previous day. A picture ID is required to enter the facility. Questions at inspection will be answered by addendum to all Bidders.

BIDDING PROCEDURE: The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one copy to The Port Authority accompanied by a **bid deposit of 10% (ten percent)** of the total amount in the form of a certified or bank check made payable to The Port Authority of New York & New Jersey. Bids are to be transmitted in the enclosed self-addressed envelope, so as to be received by The Port Authority of New York and New Jersey, Bid Custodian, Procurement Department, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302 before 10:00 a.m. of the date indicated in this sales offer, at which time they will be publicly opened and read. You may not submit your bid electronically. You must submit **the complete hard copy sales offer document and all addenda for this solicitation.** This document must be signed by an authorized representative of your firm, with all addenda initialed by said person. Failure to submit the complete hard copy sales offer and initialed addenda may make your submission non-responsive and ineligible for award. If a self-addressed envelope is not available, the bidder must clearly state "Bid Enclosed" and the Sales Offer number on the outside of the envelop/package and mail to the address above. This includes any express packaging used. Failure to do so may delay identification and/or misdirect and disqualify your submission. For special delivery, the bidder must ensure that the bid is delivered directly to The Port Authority of New York and New Jersey, Procurement Department, Bid Custodian. If you hand-deliver your bid/proposal, or attend the formal bid opening, you must present a valid photo identification to gain access to the building.

NOTIFICATION OF HIGH BIDDER: The successful bidder will be notified of the acceptance of its bid within 30 days.

Payment in full and required insurance for all items must be submitted within seven days of notification of bid award. Payment will be made with certified or bank check.

REMOVAL: The successful bidder must remove all the purchased items from the facility within fourteen days of final award. The successful bidder must provide equipment and labor for removal. Removal of purchased items must be undertaken between the hours of 10:00 a.m. and 1:00 p.m. It will be the sole responsibility of the successful bidder to securely load the item and remove it from the premises**,** using their own labor and removal equipment.

CONTACT PERSON: Frank J. Marsella, Procurement Department, Two Montgomery Street, 3rd Floor, Jersey City, NJ 07302. Phone: (201) 395-3424. E-mail: fmarsell@panynj.gov.

No Port Authority Property, Regardless Of Value, May Be Sold, Or Otherwise Conveyed To Any Port Authority Employee Or Relative (As Defined In AP 20-1.13), And No Port Authority Employee Shall Knowingly Buy Any Property That At Any Time Belonged To The Port Authority.

1. The Port Authority makes no representation or warranty whatsoever as to the items either express or implied, and no Commissioner, Officer, agent or employee of the Port Authority is authorized to make any representation or warranty as to the items. The Purchaser shall have no claim against the Port Authority for any defect or other condition of the items. The items are sold on an "as is", "where is", on a "with all faults" basis. Bidders are therefore urged to inspect the items for themselves before bidding. Failure to do so, however, shall not impair or affect any of the terms of this Agreement. THERE ARE NO WARRANTIES, EITHER EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY. THERE IS NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

2. Title to the items will pass to the Purchaser upon the Authority's receipt of the full purchase price. Once payment is made, the items are unavailable to any third persons without permission of the Purchaser.

3. State and local sales or use tax (if applicable) under New Jersey law will be collected by the Port Authority from the Purchaser to the extent applicable and shall be included in the payment, or proof of tax immunity furnished.

4. The Purchaser releases and shall indemnify and hold harmless the Port Authority, its officers, employees, agents and servants from and against all proceedings, claims, demands, costs, expenses and liability arising out of, resulting from, or in any way connected with the purchase, removal or use of the items, including any parts, or supplies, or services furnished hereunder.

5. The Purchaser shall complete the satisfactory performance of all Work under this Agreement within fourteen days of final award. The Purchaser shall not commence performance of the Work under this Agreement until the date of receipt by the purchaser of notice from the Port Authority that the insurance procured by the purchaser pursuant to this Agreement is satisfactory, as evidenced by the certificate to be furnished in accordance with this Agreement. Since time is of the essence in this Agreement, the Purchaser guarantees that he can and will complete the performance of the work within the time herein stipulated. Inasmuch as the damage and loss to the Port Authority, which will result from delay in completing the performance of the Work within the time herein stipulated will include items of loss whose amounts will be incapable or very difficult to accurately estimate, the Purchaser will reimburse the Port Authority for any loss or expense to the Port Authority caused by any delay caused solely by the Purchaser in the removal of the Items in the amount of $25.00 a day.

6. The Purchaser assumes the following distinct and several risks, whether they arise from acts or omissions (whether negligent or not) of the Purchaser, of the Port Authority, or of third persons, or from any other cause and whether such risks are within or beyond the control of the Purchaser, excepting only risks which arise solely from affirmative acts done by the Port Authority subsequent to the opening of Proposals on this Agreement with actual and willful intent to cause the loss, damage and injuries described in subparagraph (a) through (c) below:

    a) The risk of loss or damage to the items prior to their physical relocation from the site.

    b) The risk of claims, just or unjust, by third persons made against the Purchaser or the Port Authority on account of injuries (including wrongful death), loss or damage of any kind to persons or property, real or personal, whatsoever arising or alleged to arise out of or in connection with the performance of this Agreement (whether or not actually caused by or resulting from the performance of this Agreement) by the purchaser or out of or in

connection with the Purchaser's operations or presence at or in the vicinity of the Port Authority's premises, including claims against the Purchaser or the Port Authority for the payment of worker's compensation, whether such claims are made and whether such injuries, damage and loss are sustained at any time after the Purchaser assumes ownership and control of the items.

c) The risk of loss or damage to any property of the Purchaser or his subcontractors or others under his control and of claims made against the Purchaser or the Port Authority for loss or damage to any property of subcontractors, materialmen, workmen and others in the performance of this Agreement, occurring at any time prior to the completion of removal of such property from the Port Authority's premises or the vicinity thereof.

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

The provisions of this numbered clause shall also be for the benefit of the Commissioners, officers, agents and employees of the Port 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 Port Authority is named, including a direct right of action against the Purchaser to enforce the foregoing indemnity, except, however, that the Port Authority 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 payment in full shall not release the Purchaser from his obligations under this numbered clause. Moreover, neither the enumeration of this numbered clause nor the enumeration elsewhere in this Agreement of particular risks assumed by the Purchaser or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this numbered clause or of any other clause of this Agreement relating to such risks or claims, (b) 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 Agreement, or (c) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumeration.

Moreover, the Purchaser also waives any rights to limitation of liability under such law or statutes in connection with damage which may occur to property of the Port Authority arising out of or in connection with performance of the Agreement, whether the right to recover for such damage arises under this Agreement or otherwise.

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

8. From the time title passes to the Purchaser, the purchaser shall be responsible for the handling/disposal of any environmentally regulated components of the items in accordance with all legal requirements.

9. The entire agreement between the parties is contained herein and no change in or modification, termination, or discharge of this Agreement in any form whatsoever shall be valid or shall be enforceable against either of the parties unless in writing and signed by the party charged therewith, or his duly authorized representative, provided however, that cancellation in the manner hereinbefore expressly provided shall be effective as so provided.

10. Except as may be indicated in a signed statement submitted by you, prior to your executing this Agreement, stating in detail any exceptions to the certification, you shall be deemed, by executing of this Agreement, to certify that neither you nor the entity on whose behalf you are executing this Agreement (a) has been indicted or convicted in any jurisdiction (b) has been suspended, debarred or otherwise disqualified from entering into contracts with any governmental agency: or (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction. The foregoing certification or any such signed statement shall be deemed by the Port Authority to have been made by you with full knowledge that it would become part of the records of the Port Authority and that the Port Authority would rely on its truth and accuracy in entering into this Agreement. Knowingly providing a false certification or statement may be the basis for prosecution for offering a false instrument for filing (see, e.g. New York Penal Law, Sections 175.30 et. Seq.).

11. Except as may be indicated in a signed statement submitted by you prior to your executing this Agreement stating in detail any exceptions to the certification, you shall be deemed by execution of this Agreement to certify that (a) you have not made any offers or agreements or taken any other action with respect to any Port Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Port Authority's Code of Ethics effective April 11, 1996, nor have you any knowledge of any act on the part of a Port Authority employee or former Port Authority employee relating either directly or indirectly to you which constitutes a breach of the ethical standards set forth in said Code; and (b) no person or selling agency, other than a bona fide employee or bona fide established commercial or selling agency maintained by you for the purpose of securing business, has been employed or retained by you to solicit or secure this Agreement on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency, (c) the prices for the items were 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 proposed or with any competitor; (d) no attempt has been made and none will be made by you to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. 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 purchase. The foregoing certification or any such signed statement shall be deemed to have been made by you with full knowledge that it would become part of the records of the Port Authority and that the Port Authority would rely on its truth and accuracy in executing this Agreement. Knowingly providing a false certification or statement 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.).

    If the Purchaser is a corporation:

    This certification shall be deemed to include the officers, directors and shareholders with an equity interest in excess of 10% and to have been authorized by your Board of Directors.

If the Purchaser is a partnership: This certification shall be deemed to be made by each partner.

This Agreement shall be construed in accordance with the Law of the State of New Jersey including the New Jersey Uniform Commercial Code, which shall be applicable to this Agreement. The Purchaser hereby consents to the exercise by the Courts of the States of New Jersey and New York of jurisdiction in personam over it with respect to any matter arising out of or in connection with the Agreement and waives any objection to such jurisdiction which it might otherwise have; and the Contractor agrees that mailing of process by registered mail addressed to it at the address of the Purchaser indicated herein, shall have the same effect as personal service within the State of New Jersey or New York upon a domestic corporation of the said State.

12. Insurance Requirements

Insurance Procured by the Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

BID SHEET
SURPLUS SALES OFFER NO. 298

SALE & REMOVAL OF ONE SURPLUS AIR BRAKE TEST RACK, SOLD AS IS, WHERE IS

BID DUE DATE: 10 A. M., MARCH 12, 2015

SOLD AS IS, WHERE IS - ALL QUANTITIES ARE APPROXIMATE
BIDDERS ARE URGED TO INSPECT ITEMS PRIOR TO BIDDING

LOCATED AT: PATH Harrison Car Maintenance Facility
Foot of Cape May Street
Harrison, NJ 07029

BID DUE DATE: 10 A.M., MARCH 12, 2015

SITE INSPECTION DATES:
WEDNESDAY, FEBRUARY 25, 2015 AND WEDNESDAY, MARCH 4, 2015. BY APPOINTMENT ONLY. INSPECTION IS TO BE SCHEDULED BETWEEN THE HOURS OF 9:00 A.M. AND 1:00 P.M. PLEASE CALL FRANK J. MARSELLA AT (201) 395-3424 OR E-MAIL fmarsell@panynj.gov

PLEASE NOTE: REQUESTS TO SCHEDULE AN APPOINTMENT FOR INSPECTION MUST BE MADE NO LATER THAN NOON OF THE PREVIOUS DAY. FOR SITE INSPECTION APPOINTMENT. PICTURE ID REQUIRED FOR ENTRY TO FACILITY.

DESCRIPTION

The air brake test rack was manufactured by Westcode, Inc. Offered for Sale, As Is, Where Is.

Company Name: _____

Total Bid: $_____

Bid Deposit Amount: $_____

Air Brake Test Rack

Manufactured by Westcode, Inc.