

THE PORT AUTHORITY OF NY & NJ
PROCUREMENT DEPARTMENT
ATTN: BID/PROPOSAL CUSTODIAN
4 WORLD TRADE CENTER
150 GREENWICH STREET, 21ST Floor
NEW YORK, NY 10007

REQUEST FOR PROPOSALS

ISSUE DATE: 1/22/16

TITLE: Multifunctional Snow Removal Vehicles

RFP NO.: 44980

SUBMIT PROPOSALS NO LATER THAN THE DUE DATE AND TIME TO THE ABOVE ADDRESS

QUESTIONS DUE BY: February 9, 2016 via email to snelson@panynj.gov TIME: 3:00 P.M.

PROPOSAL DUE DATE: February 22, 2016 TIME: 2:00 P.M.

CONTACT: Shanta Nelson
PHONE: (212) 435-4661
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1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PROPOSALS

A. General Information: The Port Authority of New York and New Jersey

The Port Authority of New York and New Jersey (the “Port Authority” or the “Authority”) is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Port Authority manages and/or operates all of the region’s major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia, Stewart International, and Atlantic City International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital “Gateways to the Nation.”

In addition, the Port Authority operates the Port Authority Bus Terminal in Manhattan, the largest facility of its kind in the world, and the George Washington Bridge and Journal Square Transportation Center bus stations. A key link in interstate commuter travel, the Port Authority also operates the Port Authority Trans-Hudson Corporation (PATH), a rapid rail transit system linking Newark, and the Jersey City and Hoboken waterfronts, with midtown and downtown Manhattan. A number of other key properties are managed by the agency including but not limited to a large satellite communications facility (the Teleport) in Staten Island, and a resource recovery co-generation plant in Newark. The Port Authority’s headquarters are located at the World Trade Center in New York City.

The Port Authority is hereby seeking proposals from qualified firms to provide multifunctional snow removal equipment vehicles for its aviation facilities as more fully described herein.

B. Brief Summary of Scope of Work

It is the intent of this RFP for the Port Authority to purchase fifty-four (54) multifunctional snow removal vehicles with deliveries occurring over three (3) years, approximately fourteen (14) vehicles to be delivered in the Fall of 2016, with approximately twenty-four (24) vehicles to be delivered in the Fall of 2017, and approximately sixteen (16) vehicles to be delivered in the Fall of 2018. The multifunctional snow removal vehicles shall be articulated vehicles providing plow, broom, and air blast system that may be operated simultaneously or independently at the operator’s choice. The desired configuration is with the plow at the front of the vehicle, the broom mounted near the center, and the air blast at the rear (in front of rear wheels). A single operator must be able to perform the complete cleaning process in one (1) pass. In addition to production and delivery of the vehicles, the Proposer must present a comprehensive support plan including parts and technical support for an anticipated ten (10) year service life after the delivery of the final vehicles.

C. Deadline for Receipt of Proposals

The due date specified on the cover page is the Proposal Due Date. Closing of due date is 2:00 P.M., Eastern Daylight Saving Time (EDT)

**PLEASE READ THE FOLLOWING DELIVERY REQUIREMENTS CAREFULLY.
Proposers assume all responsibility for delays or problems in delivery.**

Proposal submissions will be received at:

The Port Authority of NY & NJ
Attention: Proposal Custodian
Procurement Department
4 World Trade Center
150 Greenwich Street, 21st Floor
New York, NY 10007

Clearly mark the solicitation number on the outermost package.

At this address, proposals will be accepted via (1) regular mail, (2) express delivery service (e.g. UPS), or (3) hand delivery.

Note: Express carrier deliveries by commercial vehicles can be made via Proposers approved by Silverstein Properties, the 4 World Trade Center (4 WTC) Property Manager, through the Vehicle Security Center (VSC). Presently, UPS is the only delivery Proposer with approved recurring delivery times. UPS delivers to 4 WTC around 9:30am each day. Please plan your submission accordingly. As additional express carriers may be approved by Silverstein Properties and scheduled for recurring delivery times with the VSC, this information may be updated.

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 valid identification shall be turned away and their packages not accepted. Individuals without packages or carrying small packages or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All envelopes, packages and boxes may be subject to additional security screening.

There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited.

The Port Authority assumes no responsibility for delays, including, but not limited to, delays caused by delivery services, building access procedures, or security requirements.

D. Proposer Profile

To ensure maximum opportunities, it is vitally important that Proposers keep their Proposer profiles up to date with an appropriate e-mail address, as this will enable their firm to receive timely notice of advertisements, reminders, solicitations and addenda. Proposers may update their Proposer profile or register as a Port Authority Proposer by accessing the online registration system at <https://panynjprocure.com/VenLogon.asp>.

E. Submission of Proposals

One (1) reproducible original (containing original signatures and clearly designated as such) and fifteen (15) complete double-sided copies of the proposal must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP and sent or delivered to the RFP Custodian at the address specified on the cover page. Each copy of the proposal as well as the parcel(s) used for shipping must be conspicuously

marked with the Proposer's name and address as well as the Proposer's Proposer Number, if available. In addition, the outside of the package must clearly state the title of this RFP, the number of this RFP and the Proposal Due Date. Failure to properly label proposal submissions may cause a delay in identification, misdirection or disqualification of proposal submissions.

It is necessary to carry valid photo identification when attempting to gain access into the building to hand deliver proposals.

Consistent with environmentally preferable procurement practices, the Port Authority requests all documents submitted to be in a form that can be easily recycled (i.e., no plastic covers or binding) and to provide only supporting literature which directly relates to the proposal being submitted.

F. Communications Regarding this RFP

All communications concerning this RFP should be directed to the Buyer listed on the cover page. All questions regarding this RFP should be submitted in writing via e-mail to the Buyer at snelson@panynj.gov no later than 3:00 p.m. (EDT) on February 9, 2016.

The Buyer is authorized only to direct the attention of prospective Proposers to various portions of this RFP so that they may read and interpret such portions themselves.

Neither the Buyer nor any other employee of the Port Authority is authorized to interpret the provisions of this RFP or give additional information as to its requirements. If interpretation or other information is required, it will be communicated to Proposers by written addenda and such writing shall form a part of this RFP.

G. Proposal Acceptance or Rejection

Acceptance shall be only by mailing to or delivering at the office designated by the Proposer in its proposal, a notice in writing signed by an authorized representative on behalf of the Port Authority specifically stating that the proposal is accepted or by execution of an agreement covering the subject matter of this RFP signed by authorized representatives of the Port Authority and the Proposer. No other act of the Port Authority, its Commissioners, officers, agents, representatives, or employees shall constitute acceptance of a proposal. Rejection of a proposal shall be only by either (a) a notice in writing specifically stating that the proposal is not accepted, signed by an authorized representative of the Port Authority and mailed to or delivered to the Proposer at the office designated in the Proposal, or (b) omission of the Port Authority to accept the proposal within one hundred and eighty (180) days after the Proposal Due Date. No other act of the Port Authority, its Commissioners, officers, agents, representatives or employees shall constitute rejection of a proposal.

H. Union Jurisdiction

Proposers are advised to ascertain whether any union now represented or not represented at the facility will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the Section of this RFP entitled "Harmony" included in the "Standard Contract Terms and Conditions" hereunder.

I. City Payroll Tax

Proposers should be aware of the payroll tax imposed by the:

City of Newark, New Jersey for services performed in Newark, New Jersey;

City of New York, New York for services performed in New York, New York; and

City of Yonkers, New York for services performed in Yonkers, New York.

These taxes, if applicable, are the sole responsibility of the Contractor. Proposers should consult their tax advisors as to the effect, if any, of these taxes. The Port Authority provides this notice for informational purposes only and is not responsible for either the imposition or administration of such taxes. The Port Authority exemption set forth in the Paragraph entitled “Sales or Compensating Use Taxes”, in the “Standard Contract Terms and Conditions” included herein, does not apply to these taxes.

J. Additional Proposer Information

Prospective Proposers are advised that additional Proposer information, including, but not limited to forms, documents and other information, including M/WBE Participation Plan Submission Forms and protest procedures, may be found on the Port Authority website at:

<http://www.panynj.gov/business-opportunities/become-Proposer.html>

2. SCOPE OF WORK

The Port Authority employs high speed runway and taxiway snow removal operations at its airports. This snow removal strategy involves the use of multifunctional snow removal vehicles coupled with high speed snow blowers to clean aeronautical surfaces to bare pavement in one (1) pass at speeds approaching forty (40) miles per hour. The present multifunctional vehicles are nearing the end of their economical service life and are to be replaced with new vehicles. It is critical that the new vehicles are compatible with the older vehicles providing similar performance criteria so that they can be smoothly and efficiently integrated into the current fleet. In order to reduce the wear parts necessary to be kept in stock, the new equipment should be equipped with the same type of cutting edges for the plows as well as bristles for the cassette system on the broom.

It is the intent of this RFP for the Port Authority to purchase up to fifty-four (54) multifunctional snow removal vehicles with deliveries occurring over three (3) years, approximately fourteen (14) vehicles to be delivered in the Fall of 2016, with approximately twenty-four (24) vehicles to be delivered in the Fall of 2017, and approximately sixteen (16) vehicles to be delivered in the Fall of 2018. Options for quicker delivery may be proposed by Proposers, but the Port Authority will determine whether to accept quicker deliveries or to maintain the schedule detailed above.

The multifunctional snow removal vehicles shall be articulated vehicles providing plow, broom, and air blast system that may be operated simultaneously or independently at the operator’s choice. The desired configuration is with the plow at the front of the vehicle, the broom mounted near the center, and the air blast at the rear. The broom must follow the plowed path at all times. A single operator must be able to perform the complete cleaning process in one (1) pass; and, the intent is to clean the runway or taxiway to bare pavement in one (1) pass. The vehicles shall conform to SAE ARP 5548 – “Multi-Tasking Equipment (MTE) for Airfield Snow Removal High Speed Multi-Tasking Snow Removal Vehicles to Include Carrier Vehicle, Snow Plow, Rotary Broom High Velocity Air Blast”, however, should there be places where these specifications are more restrictive or deviate from the SAE Recommended Practice these specifications will be binding.

The vehicles are to be delivered fully assembled to the following airports in the following approximate quantities over the term of the Contract:

Location	Quantity
Newark Liberty Airport	14
LaGuardia Airport	15
JFK International Airport	20

In addition, to production and delivery of the vehicles the Proposer must present a comprehensive support plan including parts and technical support for an anticipated ten (10) year service life after delivery of final vehicles.

3. PROPOSER PREREQUISITES

Only Proposers who can demonstrate that they comply with the following should submit proposals as only proposals from such Proposers will be considered:

- A. Proposers shall be either a firm (or firms, in the case of a joint venture) that (1) sells multifunctional snow removal vehicles manufactured by other firms; or (2) manufacturers multifunctional snow removal vehicles itself. In either case, the manufacturer of each vehicle proposed by the Proposer shall have had at least five (5) years of experience in the manufacture of multifunctional snow removal vehicles of similar kind to those described more fully above to airports.

The Proposer may fulfill this prerequisite if it can demonstrate that the persons or entities owning and controlling the Proposer have had a cumulative total of at least five (5) years of direct continuous experience in the sale and/or manufacturing of multifunctional snow removal vehicles immediately prior to the submission of this proposal as is required of the Proposer, or has owned and controlled other entities that meet the requirement.

The Proposer is required to obtain sufficient documentation to establish to the satisfaction of the Port Authority that the manufacturer(s) of all proposed vehicles can meet this prerequisite, even where the Proposer is not the manufacturer itself.

- A. During the time period stated in (A) above, the Proposer shall demonstrate satisfactory supplying of at least twenty (20) vehicles of similar size, design and capacity at airports.
- B. The Proposer shall demonstrate that it has earned gross revenues of at least five million dollars (\$5,000,000) in any single year of in the last three (3) fiscal or calendar year(s) from the sale of airport multifunctional snow removal vehicles.
- C. In the event a proposal is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Proposal as follows:

With respect to subparagraph (A) and (B) above, the prerequisite will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. With respect to subparagraph (C) the gross income of the joint venture itself may meet the prerequisites or the gross income of the participants in the joint venture may be considered cumulatively to meet the prerequisite.

If the proposal is submitted by a common law joint venture, a joint venture that has not been established as a distinct legal entity, each participant of the joint venture shall be held jointly and severally liable and must individually execute and perform all acts required by this proposal. Documents signed by a common law joint venture, in connection with this proposal, shall include the names of all participants of the joint venture followed by the words “acting jointly and severally”. All joint venture proposers must provide documentation of their legal status.

All Proposers must include documentation that they meet the above prerequisites. By furnishing this solicitation document to Proposers, the Port Authority has not made a determination that the Proposers have met the prerequisites or have otherwise been deemed

qualified to perform the services. In addition, a determination that a Proposer has met the prerequisites is no assurance that they will be deemed qualified in connection with other proposal requirements included herein.

4. FINANCIAL INFORMATION

The Proposer will be required to demonstrate that it is financially capable of performing the contract resulting from this RFP (“Contract”). The determination of the Proposer’s financial qualifications and ability to perform this Contract will be in the sole discretion of the Port Authority. The Proposer shall submit, with its proposal, the following:

- A. Certified financial statements, including applicable notes, reflecting the Proposer’s assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent five (5) years or the Proposer’s fiscal years.
- B. Where the certified financial statements in (1) above are not available, then statements from an independent accountant setting forth the aforementioned information shall be provided.
- C. Where the statements submitted pursuant to subparagraphs (1) and (2) aforementioned do not cover a period which includes a date not more than forty-five (45) days prior to the Proposal Due Date, then the Proposer shall also submit a statement in writing, signed by an executive officer or his/her designee, that the present financial condition of the Proposer is at least as good as that shown on the statements submitted.
- D. A statement of work which the Proposer has on hand, including any work on which a bid and/or proposal has been submitted, containing a description of the work, the annual dollar value, the location by City and State, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Proposer’s work on these jobs.
- E. The name and address of the Proposer’s banking institution, chief banking representative handling the Proposer’s account, the Proposer’s Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Proposer’s Dun and Bradstreet number, if any, the name of any credit service to which the Proposer furnished information and the number, if any, assigned by such service to the Proposer’s account.

5. EVALUATION CRITERIA AND RANKING

All proposals will be reviewed by the Port Authority to determine if they adhere to the format required in this RFP, if they contain all required submissions and if the Proposer meets the prerequisites required for submission of a Proposal. For Proposals meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the evaluation of proposals.

A. Cost Effectiveness:

The extent to which the proposed equipment is cost effective to the Port Authority. This includes the clarity and completeness of the proposed pricing for all equipment proposed, and a comprehensive support plan including parts and technical support for an anticipated ten (10) year service life after delivery of final vehicles.

B. Technical/Vehicle Acceptability:

The degree and extent to which the vehicles in the Proposal meet or exceed the vehicle technical specifications detailed in the RFP and operational and maintenance performance, based on the history of the vehicle development, training, warranty and quality control

programs and any reliable evaluations of its prior use, by the Port Authority or others, will all be considered in the evaluation. Further, the expected operational and maintainability impacts of the expected or evaluated performance of the vehicles on NY Metropolitan Airports snow removal operations shall be considered.

C. Experience, Qualifications and Past Performance of the Firm:

The degree and extent to which the vehicle manufacturer and/or Proposer demonstrate that they possess relevant, proven and successful experience with verifiable credentials to design, manufacture, and deliver the vehicles required in this RFP. The vehicles must meet or exceed operational performance criteria as further described herein and such performance will be evaluated by Port Authority staff at its airports to determine the operational effectiveness and related maintenance and operational cost associated with utilizing these vehicles at the Port Authority's airports.

6. M/WBE SUBCONTRACTING PROVISIONS

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-Owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Proposer will use good faith efforts to provide for meaningful participation by the Port Authority certified M/WBEs as defined in this document, in the purchasing and subcontracting opportunities associated with this contract, including purchase of equipment, supplies and labor services.

Minority Business Enterprise (MBE) - shall mean a business entity which is at least 51% owned and controlled by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more minority groups, and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

"Minority Group" means any of the following racial or ethnic groups:

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;
- (d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Women-Owned Business Enterprise (WBE) - shall mean a business enterprise which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more women and whose management and daily business operations are controlled by one or more women who are citizens or permanent or resident aliens.

The Contractor shall use good faith efforts to achieve participation equivalent to 12% of the total Contract price for MBEs and 5% of the total Contract price for WBEs.

Good faith efforts to include participation by M/WBEs shall include, but not be limited to the following:

- (a) Dividing the services and materials to be procured into small portions where feasible;
- (b) Giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate;
- (c) Soliciting services and materials from M/WBEs, which are certified by the Port Authority;
- (d) Ensuring that provision is made for timely progress payments to the M/WBEs and;
- (e) Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Proposers are directed to use form PA3749B as the recording mechanism for the M/WBE participation Plan, downloaded at <http://www.panynj.gov/business-opportunities/become-Proposer.html>

The M/WBE Plan submitted by the Contractor to the Port Authority shall contain, at a minimum, the following:

- (a) Identification of M/WBE's: Provide the names and addresses of all M/WBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Contract.
- (b) Level of Participation: Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan.
- (c) Scope of Work: Describe the specific scope of work the M/WBE's will perform.
- (d) Previous M/WBE Participation: Describe any previous or current M/WBE participation, which the Proposer has utilized in the performance of its contracts.

All M/WBE subcontractors listed on the M/WBE Participation Plan must be certified by the Port Authority in order for the Contractor to receive credit toward the M/WBE goals set forth in this Contract. Please go to <http://www.panynj.gov/business-opportunities/supplier-diversity.html> to search for M/WBEs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of such firms or their ability to perform Work under this Contract.

Proposers shall include their M/WBE Participation Plan with their proposals, to be reviewed and approved by the Authority's Office of Business Diversity and Civil Rights (OBDCR).

Proposers may request a waiver of the M/WBE participation goals set forth in this Contract by providing with its proposal, information in accordance with this provision and the provision entitled "M/WBE Good Faith Participation" in the Standard Terms and Conditions of this Contract.

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business Diversity and Civil Rights (OBDCR), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at <http://www.panynj.gov/business-opportunities/sd-become-certified.html>. In addition, to update your certification file and to advise OBDCR of changes to any information, please email these changes to OBJOcert@panynj.gov. Credit toward applicable goals will be granted only to Port Authority certified Proposers. For more information about M/WBE Programs, call (212) 435-7819.

7. CERTIFICATION OF RECYCLED MATERIALS PROVISION

Proposers shall submit, with their proposal, Attachment J, the Certified Environmentally Preferable Products / Practices Form attesting that the products or items offered by the Proposer contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies.

Recycling Definitions:

For purposes of this solicitation, the following definitions shall apply:

- a. "Recovered Material" shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- b. "Post-consumer Material" shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. "Post-consumer material" is included in the broader category of "Recovered Material".
- c. "Pre-consumer Material" shall be defined as any material or by-product generated after the manufacture of a product but before the product reaches the consumer, such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
- d. "Recycled Product" shall be defined as a product that contains the highest amount of post-consumer material practicable, or when post-consumer material is impracticable for a specific type of product, contains substantial amounts of Pre-consumer Material.
- e. "Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.
- f. "Waste Reducing Product" shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with an greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

8. PROPOSAL SUBMISSION REQUIREMENTS

In order to expedite the evaluation of proposals, the Proposer's response to this RFP shall follow the format and order of items, using the same paragraph identifiers, as set forth below.

A. Letter of Transmittal

The Proposer shall submit a letter on its letterhead, signed by an authorized representative, stating its experience and qualifications in meeting the requirements of this RFP. This letter shall include a statement on whether the Proposer is submitting a proposal as a single entity, a joint venture, or is partnering with another firm in a prime/subcontracting relationship. In all cases, information required for a single entity is required for each participant in a joint venture.

The Letter of Transmittal shall contain:

- (1) Name and address of the Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;
- (2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorize to negotiate and execute the Contract;
- (3) Name, title and telephone number of a contact person to which the Port Authority can address questions or issues related to this RFP;
- (4) Name and address of proposed subcontractors, if any;
- (5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals;

If a partnership: a statement of the names and residences of its principal officers, indicating which are general and which are special partners;

If an individual: a statement of residence;

If a joint venture: information on each of the parties consistent with the information requested above; if the Contract is awarded to a common law joint venture (a partnership of business entities) each member will be jointly and severally liable under the Contract.

B. Executive Summary

The Proposer shall submit a summary presenting the major features of its proposal and how the proposal satisfies the requirements contained in this RFP, as well as the special competencies and expertise of the Proposer to meet the requirements of this RFP.

C. Agreement on Terms of Discussion

The Proposer shall submit a copy of the "Agreement on Terms of Discussion," signed by an authorized representative of the Proposer. The Agreement format is included as Attachment A and shall be submitted by the Proposer without any alterations or deviations. Any

Proposer who fails to sign the Port Authority's "Agreement on Terms of Discussion" will not have its proposal reviewed. If the Proposer is a joint venture, an authorized representative of each party must sign the Agreement.

D. Certifications With Respect to the Contractor's Integrity Provisions

The Proposer, by signing the Letter of Transmittal, makes the certifications in the "Contractor's Integrity Provisions," included as Part II Contractor's Integrity Provisions contained in Attachment G Standard Automotive Terms and Conditions of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

E. Documentation of Proposer Prerequisites

The Proposer shall submit documentation to demonstrate that it meets all prerequisites, if any, included herein.

F. Proposal

The Proposer must submit a proposal that details and clearly describes its experience and capability to provide the equipment vehicles described in this RFP, its approach to such work and the cost of such work to the Port Authority. At a minimum, the proposal shall address the following:

(1) Cost Effectiveness

The Proposer shall submit a Pricing Sheet indicating the compensation that it expects to receive. Pricing Sheet shall be complete and inclusive of all work required by this RFP and shall include, but not be limited to, material and labor costs, including proposed pricing for all equipment proposed, parts and technical support for an anticipated ten (10) year service life after delivery of final vehicles, any salaries, health benefits and other benefits, overheads, profits, etc. The Proposer response shall be evaluated as per the response to the Pricing Sheet in Attachment E -Pricing Sheet.

(2) Technical Vehicle Acceptability

- The degree and extent to which the vehicles in the Proposal meet or exceed the vehicle specifications detailed in the RFP and operational and maintenance performance, based on the history of the vehicle development, any reliable evaluations of its prior use, by the Port Authority or others, will all be considered in the evaluation.
- The quality control and warranty programs capabilities as demonstrated by certifications and samples of quality control inspection reports on work relevant and similar to the requirements of the specifications.
- Quality and relevance of the proposed training programs.
- The expected operational impact, and maintainability impact, of vehicles expected or evaluated performance on NY Metropolitan Airports snow removal operations shall be considered.

This section shall be evaluated as per the Proposer's response to Attachment B – Technical Specifications and Attachment C – Proposer Detail Sheet

(3) Experience, Qualifications and Past Performance of the Firm

The Proposer should provide a complete description of how it intends to implement and manage the required services hereunder, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide the services described in the RFP. Evaluation of this criterion will include the Proposer's experience and

qualifications as demonstrated by prior performance of work relevant to or similar to the requirements of the Specifications. In addition, the evaluation under this criterion will also consider how well the Proposer has performed on prior or current contracts, including consideration of cost control, quality of performance, meeting performance schedules, and other considerations relevant to determining the likelihood of the Proposer's successful performance if it is awarded this contract. The Proposer must also submit a listing of all similar, multifunctional snow vehicles provided to airports as indicated in Attachment F – Proposer Reference Form.

The Proposer's response will be evaluated based on the following:

- (1) Proposer's general experience with snow removal operations and functions on major airports
- (2) Performance experience with general vehicle class that demonstrates effectiveness of the overall design concept. This level of experience also demonstrates a certain level of compliance with U.S. codes, standards, and guidelines.
- (3) Technical capability and resources available to provide required service to all four (4) airports simultaneously.
- (4) Proposer's demonstration that the manufacturer possesses relevant, proven and successful experience with verifiable credentials to design, manufacture and deliver the vehicles specified.

G. Vehicle Operators' Evaluation of Delivered Vehicles

The successful Proposer will deliver vehicles as per the schedule identified in Attachment G, Standard Automotive Terms and Conditions, section entitled DELIVERY. The first delivery shall be evaluated by vehicle operators as described in Attachment H - Performance Standard, Testing, and Acceptance.

H. Acknowledgment of Addenda

If any Addenda are posted or sent as part of this RFP, the Proposer shall complete, sign and include with its Proposal the addenda form(s). In the event any Proposer fails to conform to these instructions, its proposal will nevertheless be construed as though the Addenda had been acknowledged.

If the Proposer downloaded this RFP document, it is the responsibility of the Proposer to periodically check the Port Authority website at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html> and download any addenda that might have been issued in connection with this solicitation.

I. Acceptance of Standard Automotive Contract Terms and Conditions

The Port Authority has attached to this RFP as Attachment G, Standard Automotive Terms and Conditions governing the Contract. The Proposer is expected to agree with these Standard Contract Terms and Conditions. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. The Port Authority is under no obligation to entertain or accept any such exceptions. After the proposal due date, the Proposer will be precluded from raising any exceptions unless such exceptions are justified by and directly related to substantive changes in the business or technical requirements and are agreed to by the Proposer and the Port Authority.

J. M/WBE Plan

The Proposer shall submit an M/WBE Plan in accordance with the M/WBE Subcontracting Provisions hereunder.

9. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL

In addition to all other requirements of this RFP, the Proposer agrees to the following conditions for the submission of its proposal.

A. Changes to this RFP

At any time, in its sole discretion, the Port Authority may by written addenda, modify, correct, amend, cancel and/or reissue this RFP. If an addendum is issued prior to the date proposals are due, it will be provided to all parties in the medium in which the parties obtained the RFP. If an addendum is issued after proposals have been received, the addendum will be provided only to those whose proposals remain under consideration at such time.

B. Proposal Preparation Costs

The Port Authority shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its proposal, or in any other aspect of the Proposer's pre-contract activity. No Proposer is entitled to any compensation except under an agreement for performance of services signed by an authorized representative of the Port Authority and the Proposer.

C. Disclosure of Proposal Contents / Use of Ideas and Materials

Proposal information is not generally considered confidential or proprietary. All information contained in the proposal is subject to the "Agreement on Terms of Discussion" attached hereto as Attachment A.

D. Ownership of Submitted Materials

All materials submitted in response to or in connection with this RFP shall become the property of the Port Authority. Selection or rejection of a Proposal shall not affect this right.

E. Subcontractors

If a Proposer intends to use subcontractor(s) the Proposer must identify in its proposal the names of the subcontractor(s) and the portions of the work the subcontractor(s) will perform. The Proposer is also responsible for identifying and reporting any further tier subcontractors (subcontractors of subcontractors) to the Port Authority. All subcontractors must be approved by the Port Authority.

F. Conflict of Interest

If the Proposer or any employee, agent or subcontractor of the Proposer may have a possible conflict of interest, or may give the appearance of having a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Port Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Port Authority's determination regarding any questions of conflict of interest shall be final.

G. Authorized Signature

Proposals must be signed by an authorized corporate officer (e.g., President or Vice President, General Partner, or such other individual authorized to bind the Proposer to the provisions of its proposal and this RFP).

H. References

The Port Authority may consult any reference familiar with the Proposer regarding its current or prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a proposal shall constitute permission by the Proposer for the Port Authority to make such inquiries and authorization to third parties to respond thereto. (see Attachment F)

I. Evaluation Procedures and Negotiation

Only Proposers which meet the prerequisites, if any, may have their proposals evaluated based on the evaluation criteria set forth in this RFP. The Port Authority may use such procedures that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate contract negotiations with one or more Proposers including negotiation of costs/price(s) and any other term or condition, including modifying any requirement of this RFP. The option of whether or not to initiate contract negotiations rests solely with the Port Authority.

J. Taxes and Costs

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). All costs associated with the Contract must reflect this exemption and be stated in U.S currency.

K. Most Advantageous Proposal/No Obligation to Award

The Port Authority reserves the right to award the Contract to other than the Proposer proposing the lowest price. The Contract will be awarded to the Proposer whose proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port Authority. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Port Authority to accept any proposal. The Port Authority shall not be obligated in any manner whatsoever to any Proposer until a proposal is accepted by the Port Authority in the manner provided in the Section of this RFP entitled "Proposal Acceptance or Rejection."

L. Rights of the Port Authority

The Port Authority reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

No Proposer shall have any rights against the Port Authority arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The Port Authority makes no

representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

At any time and from time to time after the opening of the proposals, the Port Authority may give oral or written notice to one or more Proposers to furnish additional information relating to its proposal and/or qualifications to perform the services contained in this RFP, or to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance of a proposal. Information shall be submitted within three (3) calendar days after the Port Authority's request unless a shorter or longer time is specified therein.

M. No Personal Liability

Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability by a Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a proposal or other response hereto or otherwise.

10. ATTACHMENTS

- Attachment A Agreement on Terms of Discussion
- Attachment B Technical Specifications
- Attachment C Proposer Detail Sheet
- Attachment D Options
- Attachment E Pricing Sheet
- Attachment F Proposer Reference Form
- Attachment G Standard Automotive Terms and Conditions
- Attachment H Performance Standard, Testing, and Acceptance
- Attachment I Color, Numbers, Decals, Logos -- Port Authority Airfield Service Vehicle
- Attachment J Proposer Certification of Recycled Materials Provision

ATTACHMENT A – AGREEMENT ON TERMS OF DISCUSSION

AGREEMENT ON TERMS OF DISCUSSION

The Port Authority’s receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion (“Agreement”), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority revised Freedom of Information Policy adopted by the Port Authority’s Board of Commissioners on October 22, 2014, or as may be amended, which may be found on the Port Authority website at: http://www.panynj.gov/corporate-information/pdf/board_minutes_102214.pdf, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, as more fully set forth in the FOI Policy, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

(Company)

(Signature)

(Title)

(Date)

**ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.
DO NOT RETYPE.**

ATTACHMENT B – TECHNICAL SPECIFICATIONS

A. Vehicle Performance and Technical Specifications

The vehicles shall be consistently capable of completing all of the following requirements at elevations up to two thousand (2000) feet above sea level in ambient temperature from minus ten (-10) degrees Fahrenheit to one hundred (100) degrees Fahrenheit and have operating speeds of forty (40) mph or greater, consistently.

Although these vehicles may not be designed as over-the-road highway vehicles, the following Federal Motor Vehicle Safety Standards shall apply as though they were an on-highway vehicle:

1. FMVSS 101 Controls & Displays
2. FMVSS 102 Transmission Shift Lever Sequence, Starter Interlock & Transmission Braking Effect
3. FMVSS 103 Windshield Defrosting & Defogging Systems
4. FMVSS 104 Windshield Wiping & Washing Systems
5. FMVSS 105 Hydraulic & Electric Brake Systems
6. FMVSS 106 Brake Hoses
7. FMVSS 108 Lamps, Reflective Devices, & Associated Equipment
8. FMVSS 111 Rearview Mirrors
9. FMVSS 113 Hood Latch System
10. FMVSS 116 Motor Vehicle Brake Fluids
11. FMVSS 119 Retreaded Pneumatic Tires
12. FMVSS 120 Tire Selection & Rims for Vehicles Other Than Passenger cars
13. FMVSS 121 Air Brake Systems
14. FMVSS 124 Accelerator Control Systems
15. FMVSS 201 Occupant Protection in Interior Impacts
16. FMVSS 205 Glazing Materials
17. FMVSS 206 Door Locks & Door Retention Components
18. FMVSS 207 Seating Systems
19. FMVSS 208 Occupant Crash Protection
20. FMVSS 209 Seat Belt Assemblies
21. FMVSS 210 Seat Belt Assembly Anchorages
22. FMVSS 302 Flammability of Interior Materials

In addition, the completed vehicles shall comply with the latest published edition of Port Authority regulations entitled: "The Port Authority Airport Rules And Regulations."

Complete regulations may be obtained online at:

<http://www.panynj.gov/airports/general-information.html> or by calling Aviation Technical Services at (212) 435-3696 or a copy may be obtained from the following location:

Port Authority of NY & NJ
Aviation Department
Regulatory & Operational Support
150 Greenwich Street
4 World Trade Center - 18th Floor
New York, NY 10006

B. Snow Plow and Hitch

The plow must be of quick disconnecting type (maximum of five (5) minutes to connect or disconnect) with hydraulically operated locking pins. The plow must be capable of being completely attached/removed from the vehicle's cab without leaving operator's station, and without the need to re/disconnect hose/electrical connections at the plow by the operator. All hydraulics to operate the plow lift and reversing shall be on the hitch side of the coupling.

1. The plow length must provide a working width of not less than twenty-two (22') feet. Plow construction must be either steel or steel-frame-polyurethane surface high speed, with a minimum height of three (3') feet with heavy duty flexible plastic pole makers wrapped with reflective tape and mounted securely with the mold board. Plow upper edge design shall be such as to minimize snow delivery to the windshield, or to the driver's view in front.
2. Plow blades shall have poly-type blade with three (3) feet. segmented, with option to use rubber or Poly-Steel insert.
3. If applicable, a minimum of two (2) adjustable dual or single pneumatic caster wheels with ability to swivel three hundred and sixty (360) degree or replaceable skid shoes of a material that will mitigate damage to pavement lighting shall be provided. All caster wheels shall be foam filled and be rated for working speed of forty (40) mph or higher. Each caster shall be equipped with securely spring-loaded adjustable brake damper to minimize wheel wobble.
4. Plow shall be designed to minimize snow accumulation on top of the moldboard and plow structure.
5. Snow deflector, if determined by manufacturer to be necessary, shall be provided to prevent blowing snow over the top of the moldboard.
6. Plow shall have a thirty (35) degree angle of attack.
7. Plow shall be designed to allow the mold board to pass over a minimum of three (3") inches object height without permanent damage to the plow and/or vehicle by only having the cutting edge backing angle trip back (Trip Edge design) or by rotating the complete mold board (Trip mold board design).
8. An automatic safety cushion device shall be installed between mold board and drive frame to insure driver safety and prevent damage to plow and vehicle.
9. The plow control shall be in the operating station within easy reach of the operator and of the one joystick non-gated type. Plow controls must include Up, Down, Left, Right, and Float position. The reversing assembly shall be hydraulically activated and be capable of operating in both raised and lowered positions. The left/right plow angle shall be not less than thirty five (35) degree.
10. The plow, broom, and blower controls must be capable of being synchronized so a single control selects similar operations for the plow, broom and blower.
11. Synchronized control should have the ability to move all components (up, down, left, right) when momentary command is given (constant pressure shall not be required).
12. The plow control shall incorporate with adjustable weight transfer system and float control to adjust to different surfaces conditions.

13. The vehicle shall be able to be operated without the plow attached without compromising the performance of the broom and blower.
14. When the vehicle is parked, the plow hydraulics shall not bleed down.
15. See Attachment D entitled "Options" for folding plow option.

C. Cab

The cab must be constructed from aluminum or steel with every effort made to provide an ergonomically friendly operating environment for the operator to include unobstructed visibility (operator shall be able to see in all directions from a seated position) and shall meet the following requirements. Two (2) means of egress, either through two (2) doors, (1) one door and a roof escape hatch, or one (1) door and a push-out emergency window on a different plane than the door.

1. OSHA compliant steps and handholds for cab entry, access to routine service points on the cab shall provide for constant three (3) point contact, and shall be of ample size to ensure safe and easy access for persons wearing bulky winter clothing.
2. The cab shall have one (1) air operated high back, cloth covered seat that is capable of adjustment fore and aft, with lumbar support and a reasonable angle of adjustment on the rear and one adjustable armrest on either side of the operator that can be adjusted to suit operator comfort. Heated operator seat shall be provided.
3. An auxiliary seat must be provided in the cab with full high back seat and with lumbar support and air ride.
4. Minimum three (3) point safety harnesses for all occupants.
5. All vehicle-operating functions must be controlled from the driver's operating station as well as within reach of the driver without obstruction.
6. At a minimum, the front, side and rear windows shall be electrically heated.
7. A minimum of four (4) front, rear and side window defroster vents shall be provided and be capable of quickly defrosting all windows in all temperature (minus ten (-10) to one hundred (100) degrees Fahrenheit) ranges.
8. A four (4) speed-circulating fan for heat and air-conditioning with dash, floor and defrost settings shall be provided.
9. All glazing shall be in conformance with FMVSS 205.
10. In cab lighting shall be of a combination fluorescent or incandescent type directly overhead or forward of the operator designed to reduce/minimize glare and reflections. Two (2) map type lights near operator shall be provided.
11. Windshield wiping and washing shall meet or exceed the requirements of FMVSS 104. When available, windshield wipers shall be of the electric type. Wipers shall also be provided for side and rear windows. All windows must have the ability to be cleared of snow and ice.
12. The heater and windshield defroster must provide the minimum performance capabilities of FMVSS 103, and be capable of maintaining the cab temperature of seventy (70) degrees Fahrenheit at ambient temperatures of zero (0) degrees Fahrenheit. Heaters/defrosters using engine coolant as a heat source must meet these requirements with the engine operating at idle for protracted periods of time, or supplemental heaters are to be provided to meet this requirement.

13. Ventilator/heater fan shall have blower capacity equal to one (1) cab volume per minute. Cab ventilator intakes should be screened and positioned in such a manner to minimize the entry of snow.
14. The cab shall be cooled for summer operations by a complete factory installed air conditioning system capable of maintaining the cab temperature at least twenty (20) degrees below ambient in bright sunlight with the engine at idle.
15. The vehicle shall have either sun visors or sunblind for the windshield.
16. All vehicle operational switch functions shall be illuminated.
17. The vehicle shall be equipped with left and right mirrors in conformance with FMVSS 111. The mirrors shall be adjustable from the operators' position, and heated.
18. An electrically operated window deluge system shall be provided. The fluid container shall be located such that it will not freeze with easy access at ground level to refill and have a minimum container capacity of (ten (10) gallons). The system must have multiple nozzles to flush windshield, rear and side windows, and mirrors.
19. The cab floor shall be covered with a removable rubber floor matting.
20. The maximum interior sound level of the vehicle when operating at maximum engine speed shall be less than eighty-three (83)dbA and interior warning devices when sounding shall not exceed ninety (90) dbA.
21. An electronic control station, within reach of the operator, shall be supplied to control all functions of the hydraulic operating systems.
22. Operating status and warning indicators shall be provided for all operating systems.
23. Electric or air horn shall be provided.
24. A back up camera shall be installed at the rear of the vehicle with a monitor (minimum six (6") inch screen) in the cab providing adequate visibility at the rear of the vehicle under all conditions, including low light conditions.
25. All plow, broom and air blower controls shall be incorporated into a one-stick operation with the ability to isolate any control from the cab.
26. Radios: Provisions to accommodate two radio types.
27. Provisions for a beverage cup holder.
28. Provisions for optional infrared camera display and hardware shall be an option such as the Hurley Model 64014FB. The response should include all available IR technology options of this kind.
29. Provisions for optional airport vehicle runway incursion warning system technology. The response should include all available technology options of this kind that are compliant with Federal Aviation Advisory Circular AC 150/5220-25.

D. Broom

1. Broom working width must be approximately seventeen and a half (17.5') feet when in the working position with sweeping capacity of 2.2 million sq. ft. per hour. The broom must be able to retract to a transport position for over-the-road operation. In the transport position, the overall width of the vehicle (excluding mirrors and lights) must not exceed one hundred and two (102") inches. The operator must be able to retract the broom to the transport position without leaving the cab.

2. Broom tip speed, in miles per hour, shall be 2.8 times faster than the vehicle speed in miles per hour at all times. The broom core rotation shall be a minimum of six hundred and fifty (650) and be able to reach a maximum of seven hundred and twenty (720) RPM under peak operating conditions and automatically adjust the RPM according to forward speed of the runway broom up to seven hundred and twenty (720) RPM. Broom core shall be supplied with replaceable snap-in plastic wear strips to provide extended life for the core. The broom shall be a single length. It shall be dynamically balanced from the factory, made of aluminum and be of a bolt together design.
3. Broom diameter must be a minimum of forty-six (46") inches. Brush type must be all wire tufted cassette style with .045 mm wires.
4. Automatic adjustment of the broom height and rotational speed must be incorporated in the design. In order to obtain maximum clearing result and bristle life, the broom rotation adjustment must be capable of automatically maintaining the minimum of 2.8 times faster than the vehicle speed as required by (b) at all times. Broom pattern adjustment shall be done from the operator station as well as from the exterior broom controller.
5. Broom shall be of the hydrostatic end drive type, with a variable speed control.
6. Separate broom hour meter shall be provided.
7. Broom must be able to sweep effectively at a vehicle speed of thirty-five (35) mph/hr consistently without vibration and bouncing or other dynamic instability of the broom.
8. If applicable, a minimum of two (2) caster wheel stations must be provided for broom support, including an automatic central greasing system installed for all related broom functions. The caster wheels shall have mechanical centering device to keep the wheel in profile alignment with the broom. Caster wheels must be foam filled and rated for forty-five (45) mph speed or higher.
9. Any special tools needed for broom replacement or adjustment shall be supplied to the Port Authority by the Proposer at no cost to the Port Authority.
10. A remote control box shall be placed outside of the vehicle near the broom that it shall allow raising, lowering and adjusting speed and turning of the broom.
11. Cab controls must be within easy reach of the driver and of the one joystick (non-gated type) in conjunction with the plow control.
12. Please see Attachment D entitled "Options" for debris box option.
13. Engine compartment shall be power assisted, lightweight, fully opening cover, to allow total access to engine area and to be easily opened.
14. An emergency twenty-four (24) or twelve (12) volt electric/hydraulic system to allow functioning of engine cover, broom lift and swivel and rising and air nozzle, should the engine be inoperative, shall be provided.
15. Broom drive shall be hydrostatically driven, eliminating any mechanical or chain boxes from drive system. Broom drive shall be designed to deliver maximum horsepower to the broom whenever the broom is functioning.
16. Changeover from operating to transport position mode shall be less than two (2) minutes in duration.
17. The broom must be capable to work and remove at least three (3") inches of snow without plowing, and must be able to broom without the plow attached.

E. Air Blower

1. The air blower must have an air volume of twenty-one thousand (21,000) cfm, minimum with a minimum air speed of three hundred and twenty-five (325) mph at the outlet nozzle.

2. The air blower must be hydraulically driven.
3. There shall be two (2) air blower ducts one on each side of the vehicle that can move air, to the right, or left, from the operating station in conjunction with the broom. The air duct shall be extended to cover the full width of the swept path. The duct assembly shall be designed to eliminate the need for caster wheel assemblies.
4. The air blower shall be capable of being isolated or utilized upon driver convenience from the driver's operating station.
5. The blower chutes must be equipped with visual and audible warnings to alert anyone standing nearby that the chutes will be moving.
6. The air blower movement shall be synchronized so the air blower chutes retract before the plow rises, and extend after the plow is lowered to prevent damage to the air blower chutes from contact with unplowed snow during these transitions.

F. Drive Engine

Auxiliary Engine And Drive Line - The drive engine(s) shall be liquid cooled turbo charged diesel with the following minimum features:

1. If possible, ability to replace radiators without needing to remove engine enclosure from chassis. If not, motorized engine enclosure opening for ease of engine access.
2. All air cleaners shall be of heavy-duty, pre-cleaner, paper type main design with safety element indicators to show clogged filter(s). Air cleaners must be designed to prevent the ingestion or clogging of the air filter inlet system with snow, moisture or ice.
3. The vehicle must have OSHA compliant access and steps with grab rails to reach the engine or other service and operating compartments. Three (3) point contact must be maintained at all times when the operator is climbing to or from the cab or accessing other areas of the vehicle.
4. The vehicle shall have adequate lighting in the engine compartment with switched trouble lights on both sides. One (1) switched portable trouble lights shall also be supplied that is cord connected for maneuverability in the engine compartment.
5. The drive engine must be in an enclosed compartment with adequate protection from blowing debris, ice and snow build up.
6. There shall be an adequate turbo charge lubrication system for protection during engine start up and shut down.
7. Engine block heaters of adequate capacity shall be installed with a weatherproof receptacle on the outside.
8. The cooling system shall have thermostatic controls to maintain the optimum operating temperatures from start up to shutdown. The cooling system shall be provided with:
 - a) Permanent type antifreeze to ensure engine performance and protection to minus forty (-40) Fahrenheit.
 - b) Drain cocks with extension hoses to prevent drainage onto other components must be located at the lowest most conveniently accessible area.
 - c) Coolant temperature gauge in the cab with high temperature and a low coolant level warning alarm and visible sight glass on the top of the radiator tank.
9. An engine governor shall be provided with the vehicle that will limit the engine speed to not exceed the maximum rpm recommended by engine and drive line manufacturers.

10. A fast idle device to automatically increase the idle speed of the engine when activated shall be provided on the vehicle. The device shall also include a safety system to disengage the fast idle when the vehicle transmission is shifted out of neutral. Indicator light for fast idle shall be installed.
11. An override type protection system to provide an audible and visual alarm to the operator for low oil pressure, high engine temperature, low coolant level, high transmission temperature, high hydraulic oil temperature, low hydraulic oil level and other parameters that may be deemed appropriate by the manufacturer. The system shall be designed to shut the engine down if operation is continued, but to provide override to allow movement of the vehicle to a safe area.

G. Fuel Systems

The engine(s) shall be approved for continuous operation using ASTM D2 fuel and B20 ASTM D 6751 biodiesel fuel. From time to time the agency may also have the need to operate the vehicles using ASTM D1655 Jet A fuel, and any appropriate recommendations or restrictions regarding such operations shall be provided. Useable fuel capacity should be not less than a calculated value of: (total maximum brake horsepower for all engines) x (.055 gals/hr/bhp) x (desired operating hours) x (0.8 for an eighty (80%) percent load factor). Operating hours shall be a minimum of sixteen (16) continuous hours and the maximum hours must be provided in the response. If the auxiliary and drive engine are located together, fuel tank(s) shall be common to both engines. If auxiliary and drive engines are not located together, (e.g. truck tractor and semi trailer configuration), separate tanks are permissible for each engine, however, the fill location for both must be on the same side of the vehicle and all fill locations must allow for fueling from ground level. Whenever dual tanks are used, the supply system shall be designed to ensure an uninterrupted flow of fuel to the engine(s) without input by the operator, and to allow shutoff of each tank should the crossover lines of either tank be damaged. Dual tanks shall also have adequately sized crossover lines to allow refilling both tanks from either side at ground level. Fuel lines shall be securely fastened in place, installed to prevent chafing or strain and protected by grommets where lines project through metal apertures. Each fuel tank is to be equipped with an accessible bronze or brass drain plug or a quick drain. A properly rated fuel water separator, approved by the engine(s) manufacturer with integral heater shall be installed in an accessible location near the tank. If an engine requires a boost pump to assure adequate fuel flow to the engine, a pressure-operated switch with in-cab warning light shall be furnished to warn the operator of low boost pump pressure. The boost pump should be installed to shut off when the engine is turned off, or to have an emergency shutoff switch or circuit breaker located near the light to allow the operator to shut off the boost pump in the event of fuel leakage downstream of the boost pump.

Engines that require the use of Diesel Exhaust Fluid (DEF) shall have tank(s) for the DEF that contain at least the amount of DEF for two complete diesel fuel capacities. DEF tanks shall be as close as practical to the diesel tank, be plainly labeled for DEF, and shall have a blue cap and fill area with the words "DEF Only" or similar near the fill. Cap shall be attached to prevent loss. When necessary tanks shall be heated to assure DEF remains a liquid throughout the operating temperatures previously specified.

H. Exhaust System(s) And Muffler(s)

The engine shall be equipped with an efficient and safe exhaust system including mufflers. Its location shall minimize noise and exhaust gases entering the vehicle cab under all operating conditions. Horizontal portions of exhaust systems shall be protected,

whenever possible, from corrosive agents and fuel spills. Mufflers and exhaust components positioned in or near normal operator work areas shall include appropriate guards to minimize the burn risk to airport personnel. Exhaust systems shall be positioned on the vehicle in a manner to minimize contact with slush and snow. Muffler(s) are to be made of aluminum, aluminized steel, stainless steel, or materials coated with ceramics. Devices shall be installed to prevent snow and slush from entering vertical exhaust stacks.

If a Diesel Particulate Filter (DPF) is used in the exhaust system, the system must have the ability to delay the regeneration cycle without de-rating the power during a snow response. The Proposer must provide 1 spare filter cartridge for every 5 vehicles.

I. Axles

All axles shall be certified as being suited for use in this vehicle by the axle manufacturer.

1. All axles shall have ABS type brakes.
2. Traction control shall be provided along with full lock up capabilities for all drive axles.
3. The vehicle shall have a minimum of two (2) driving axles.

J. Wheels & Tires

The vehicle shall be equipped with an adequate number of wheels and tires rated for the loads and speeds of all functions. Wheels and tires shall be of the same size and tread pattern if possible.

K. Braking Systems

The braking system shall be of the air type with a computer controlled ABS/EBS dual air system and spring type parking brake to hold the vehicle from rolling with complete air system depletion.

1. The service brakes must be "S" cam or "wedge type" with self-adjusting slack adjusters.
2. Tanks shall be equipped with automatic moisture ejector valves
3. All air dryer type braking devices shall be a Bendix AD-9, or approved equivalent.
4. Glad hands shall be provided at the front of the vehicle to allow brake release and control during vehicle towing.

L. Steering

The vehicle shall be capable of turning within a maximum diameter of seventy-five (75') feet with the plow blade attached; it is desired to have a maximum turn radius of seventy-five (75') feet with the plow down but it is required that the radius is not more than seventy-four (74') feet with the plow raised. Power type steering with telescopic and tilt in the cab steering wheel assembly shall be provided. The broom chassis shall have a steering assembly to follow the plow.

M. Suspension

1. The vehicle may be provided with a leaf spring or air ride type suspension but all axles must have a suspension. The front and rear axle rated capacities must exceed all operational loads. The suspension shall be designed in such a way to minimize vertical movements being transferred to the broom and causing "Zebra Stripes" on the runway, yet providing a smooth ride for operator comfort.

2. What design features, if any, do you propose to reduce driver fatigue caused by bouncing.

N. Hydraulic Systems

The hydraulic tank shall be equipped with a breathing filter to keep contaminants out.

All hydraulic systems shall have a manually selected backup system. In the event of a primary pump failure the backup system must be adequate to raise or disconnect the plow and raise and turn the broom to the transport position.

Hydraulic system must be heated with automatic thermostatic control to maintain hydraulic fluid temperature in a range of eighty (80) to one hundred (100) degrees Fahrenheit whenever the vehicle is plugged into an external power source (110 VAC) to be available as a receptacle on the vehicle.

O. Instrumentation

All instruments must be illuminated sufficiently to allow easy visibility during night operations with a dimmer switch. All gauges must be calibrated. Gauges shall be supplied to monitor the following:

Road speedometer, trip odometer and drive engine hour meter. Tachometer, hour meter, oil temperature, water temperature, and oil pressure for both drive and auxiliary engines and broom rotation tachometer with broom reset type hour meter.

Air reservoir pressures.

Fuel gauge for each tank(s) with low fuel warning light to illuminate when remaining fuel is less than one hour.

P. Vehicle Electrical System

Batteries shall be securely mounted and adequately protected against physical injury, water, chemicals and exhaust heat and they shall be properly sized based on vehicle manufacturer recommendations and be readily accessible for change out and for other purposes. Enclosed battery compartments shall have adequate ventilation. Battery capacity (cranking amps, voltage, reserve power, continuous/deep cycle demand) shall be compatible with the size of the engine and the anticipated electrical load expected under normal operating conditions.

The Proposer shall specify voltages used throughout all operating systems of the vehicle. A plug-in battery charger with line-in voltage of 110VAC and with automatic voltage regulation and weatherproof receptacle shall be installed on the outside of the vehicle and shall be clearly marked.

Associated Equipment Vehicle Mounted Stainless Steel Power Socket #610245 shall be installed near the batteries for boosting

1. A master disconnect switch for the electrical system shall be provided in or near the battery compartment(s) as well as in the cab operating station.
2. Remote manual safety switches (one each side of the engine compartment) shall be provided to prevent the engine from being started from the cab during servicing.
3. An emergency shutdown switch shall be supplied in the cab for both engines.
4. Light Bars shall be two (2) Seven Pod Amber Federal Vision SLR

5. All lighting switches shall be clearly marked and controlled from one (1) switch panel in the operating station. Individual switching for High Intensity Discharge plow lights, the four front roof mounted and two (2) rear mounted lighting is required. The others can be grouped as central (broom operation) and service (serviceable areas).
6. Lighting shall meet or exceed FMVSS 108 requirements. In addition, end of broom marker lights shall be provided, and operate whenever vehicle lights are illuminated. All lights shall be of sealed LED design. There shall be a minimum of two (2) reverse lights and an audible alarm conforming to SAE requirements to automatically switch on whenever reverse gear is selected.
7. 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 EMF or 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.
8. All vehicle wiring shall be in accordance with SAE J1292. All vehicle body electrical equipment, components, and wiring shall meet the requirements set forth in SAE ARP1247, latest revision
9. All wiring, must be either color coded or marked every two (2') feet with permanent identification.
10. Electrical wiring harnesses must terminate at readily accessible, clearly identified, terminal blocks within corrosion resistant cabinets.
11. The vehicle shall have adequate lighting in the engine compartment with switched trouble lights on both sides. In addition, one (1) switched portable trouble lights shall also be supplied that are cord connected for maneuverability in the engine compartment one on each side of the vehicle.
12. Two (2) light bars shall be supplied and installed by the Proposer (see item e above); one mounted on the roof of the operator cab, and the other on the rear of the sweeper no higher than twelve (12') feet. Each light bar shall have its own switch location near driver's operating position.
13. The truck chassis shall be equipped with a minimum one hundred and fifty (150) amp alternator

Q. Transmission

The vehicle must be complete with an electronic continuous drive system. It shall have an electric fully automatic six (6) speed transmission, Allison, approved equal with one reverse gear.

The control systems shall include a mechanical device to prevent inadvertent shifting from forward to reverse gear through the neutral position, in one continuous motion.

1. An approved transmission oil cooling system shall be provided.
2. An easy to service ten (10) micron filter shall be provided.
3. Gearing ratio shall be sufficient to attain a top speed of fifty (50) mph.
4. Application certification from the transmission manufacturer shall be provided.

R. Miscellaneous

The vehicle shall be equipped with adequate front and rear tow eyes or tow hooks mounted directly to the frame to allow for towing or vehicle retrieval.

S. Suggested Parts

The Proposer should list the recommended spare and critical parts including a price sheet for those parts and including, at a minimum, the following parts. Any proprietary parts must be available for sale to the Port Authority for a minimum of ten (10) years after delivery.

1. Complete set of plow blades
2. Broom cassette replacement
3. All replaceable filters
4. Windshield wiper motor (1)
5. All fan and alternator belts
6. One replacement rim and tire for each different type of wheel on the vehicle

T. Painting

Painting and painting material shall comply with applicable specifications and shall be as follows:

1. The paint color on the vehicle shall be yellow and consist of three (3) coats of the following paint: Dupont Imron 5000 no. N0126 or PPG no. 81639. The entire vehicle (including body and all equipment) shall be painted in polyurethane.
2. The paint shall render a smooth appearance, free from runs, sags and “orange peel” (pebbly finish). The time intervals between coats of the paint and the film thickness of the dried paint shall be in accordance with the recommendations of the applicable specification. Surfaces to be painted shall be uniform and free from dust and rust particles.
3. The vehicle manufacturer shall warranty the paint finish for at least 5 years.
4. The Proposer shall install Numbers, Decals Logos and Markings as detailed in Attachment I Color, Numbers, Decals, Logos -- Port Authority Airfield Service Vehicle.

U. Radios

The Port Authority will supply communication radios. The vehicle manufacturer, at the direction of the Port Authority, will install these radios in a convenient and accessible location in the cab. The Proposer shall contact the Port Authority for size, frequencies, current draw and other radio information.

There shall be two (2) communication radio speakers installed in the ceiling of the operators cab, one (1) to the right and one (1) to the left of the operator’s station.

V. REPAIR PARTS

1. REPAIR PARTS AND PRICE LISTS

a. Repair Parts General:

1. The Proposer agrees to furnish and deliver, on an as needed basis, to all Port Authority Auto Shops the Authority's requirements for genuine new parts for the vehicles. Should parts be upgraded, modified, or improved, only the latest version of the part will be supplied. The furnishing and delivery of all parts shall be at the discount set forth in the pricing sheet and this discount shall applied to the latest published price list(s) and all subsequent price lists commencing with the price list in effect at time of delivery of the first vehicle. The quoted discount shall remain in effect for not less than ten (10) years following delivery of the first vehicle. The Proposer may change the designated parts supplier(s) at any time, but the terms and conditions of parts availability and pricing must remain as set forth in this document.
2. If the Proposer is not based in the Continental United States, the Proposer shall have a designated parts supplier(s) located in the Continental United States. The designated parts supplier(s) will maintain an inventory of parts and will be responsible for clearing all imported parts through customs. The Port Authority will be able to order parts directly through the designated parts supplier(s).

b. Price Lists:

1. The pricing sheet discount shall be applied to all price lists and all future pricing lists for the for not less than ten (10) years following delivery of the first vehicle. As new price lists become effective, copies shall be furnished, at no cost, to the Authority. Failure to provide current parts lists may result in payment delay, and old price lists shall remain in effect until new price lists are received by the Agency.

2. REPAIR PARTS ORDERS AND SHIPPING

a. Repair Parts Availability and Orders:

1. As these are mission critical vehicles, repair parts should available and shipped within forty-eight (48) hours of order.
2. If the parts are declared to be emergency items by the auto shop, they will indicate such at the time of order in which case they are to be shipped within twenty-four (24) hours of order with expedited shipping used to facilitate next day delivery. The Port Authority will pay for the expedited shipping.

b. Parts Orders for Parts That Are Unavailable:

1. If any part on an order is unavailable and cannot be shipped within forty-eight (48) hours, the shop that placed the order shall be notified immediately to determine if the items shall be shipped together or whether the shipment should be broken up into multiple shipments with parts that are available shipping within forty-eight (48) hours, and subsequent shipments as unavailable parts at the time of the initial order become available.

c. Shipping & Shipping Notifications:

1. When orders are placed the Proposer shall ask for the desired shipment method and the urgency of the need for the part.
2. The expected shipping date(s) will be sent to the shop by email as soon as possible from the time the order is placed. Notifications shall also be sent when the order or any part of the order is shipped. Updates as to the ship date of parts that were not available shall be emailed to the shop at least weekly until shipment.

ATTACHMENT C - PROPOSER DETAIL SHEET

Proposer: _____

Tel no: _____

Representative: _____

Proposer address: _____

Subcontractor: _____ Subcontractor

Tel no: _____

Subcontractor Representative: _____

Subcontractor address: _____

General

Manufacturer: _____
Model: _____
Year: _____

Carrier Cab&Chassis

Speed: _____ Operation _____ Travelling _____
Turning Diameter: _____
Turning Diameter (Wheel to Wheel no plow): _____
Turning Diameter (Wheel to Wheel plow raised): _____
Turning Diameter (Wheel to Wheel plow down): _____
Engine: _____
Radiator: _____
Trans: _____
Trans filter: _____
GVWR: _____
Front axle single axle _____
Rear axle _____
Front wheels: _____
Rear wheels: _____
Front springs: _____
Rear springs _____
Brakes: _____
Fuel tank: capacity _____

Frame: _____
 Wheelbase: _____
 Cab/axle: _____
 Driver's seat: _____
 Buddy seat: _____
 Tinted windows: _____
 Intermittent wipers: _____
 Factory air conditioning: _____
 Backup alarm _____
 ABS _____
 Traction Control _____
 Max. operating hour _____

Cab-chassis dimensions

Cab-to-rear axle (ca): _____ in
 Cab-to-end of frame (ce): _____ in
 Cab-chassis overall length: _____ in
 Cab-chassis overall Width: _____ in

Transmission

Make: _____
 Model: _____
 Torque converter ratio _____

 Gear ratios: 1st _____ 5th _____
 2nd _____ 6th _____
 3rd _____ reverse _____
 4th _____

PTO openings number _____ type: _____

Broom/Blower Engine

Make: _____
 Model: _____
 Number of cylinders: _____
 Net hp: _____ hp @ _____ rpm
 Net torque: _____ lb-ft @ _____ rpm
 Engine protection: _____
 Type cold start aid: _____
 Maximum speed @ governed rpm _____ mph

Brakes

Type of braking system: _____

Brakes – type/ size: _____
Parking brake: _____
ABS _____
Traction control _____

Air compressor

Make: _____
Model _____
Output capacity : _____ cfm @ _____ rpm

Air dryer:

Make: _____
Model _____

Axle

Axle gawr _____ lbs
Make / model _____
Rated capacity _____ lbs
Full floating _____
Differential control (no spin / limited slip) _____

Springs:

Make: _____
Model _____
Rated capacity: _____ lbs

Wheels:

Type: _____
Size: _____

Tires:

Make / model / size _____ / _____ / _____
Rated capacity _____ lbs @ _____ psi
Tread pattern _____
Rated capacity: _____ lbs

Frame

Frame rail construction _____
Section modulus (per rail): _____ cu in
Tensile strength: _____ psi
RBM (per rail) _____ in-lbs

Electrical system

Voltage: _____

Batteries:

Group size: _____
Quantity: _____
Total CCA capacity: _____ cca

Alternator:

Make: _____
 Model _____
 Rated output _____ amp @ _____ rpm
 Output @ idle: _____

NOTE: Manufacturer's latest literature for proposed chassis must be attached for evaluation.

Pumping system

Capacities: _____
 Fittings: _____
 Valve bank: _____
 Manifold: _____
 Manual valves: _____
 Piping: _____

Hydraulic system

Hydraulic source: _____
 Hydraulic motor: _____
 Hydraulic pump: _____
 Hydraulic valves: _____
 Hydraulic fittings: _____
 Hydraulic hose: _____

Blower

Diving motor hp: _____
 RPM: _____ rpm
 Motor Make/Model: _____
 Wind Speed (max.) _____ mph

Lighting

Tail lamps: _____
 Stop lamps: _____
 Back-up lamps: _____
 Turn signals: _____
 HID Lights: _____
 Working Lights: _____
 Spot Light: _____
 Flashers: _____

Plow

Tip Edge Type: _____
 Working Width: _____ ft
 Overall length: _____ ft
 Overall Width: _____ ft

Broom

Diameter: _____ ft
Tip Speed: min. _____ max. _____ mph
No. of Diving motor: _____
Working Width: _____ ft
Overall length: _____ ft
Overall Width: _____ ft

Paint

Paint primer : _____
Paint finish: _____

Parts Supplier

Parts Provided by this Supplier:

Name of Parts Supplier

Address

Contact Person Name(s)

Business Telephone #

Cell Telephone #

Fax #

Email

Web Page

(Sheet may be copied to provide information on additional Parts Suppliers)

ATTACHMENT D - OPTIONS

Option 1: Folding Plow With Folding End Sections

The Proposer may offer a plow with folding ends to provide protection from plow frame overstress and to improve vehicle maneuverability. Plow ends must be extendable and retractable by the operator from the cab. Such a folding plow shall be essentially identical in size and performance to that specified in Section 2) Snow Plow and Hitch however it is permissible for the operator to have to exit the cab to connect hydraulic or electrical connections associated with the operation of the folding elements of the plow, and a reasonable extension of the five (5) minute time requirement to attach or remove the folding type plow is permissible. It is anticipated that, if offered, the Agency will select this option on a select number of vehicles destined for each airport.

Price for Plow With Folding End Sections \$ _____

Option : 2: Debris box

The Agency intends to procure a certain number of vehicles for use in dry sweeping and FOD removal throughout the year. Provisions for the debris box for dry pavement sweeping shall be described by the Proposer in its proposal, and any references to other airports using such a device as manufactured by the Proposer shall be detailed in ATTACHMENT F – Proposer Reference Form. The debris box shall have a minimum capacity of 2.7 cubic yards and have access doors for cleaning. It shall be hydraulically operated and be capable of being tilted and raised for unloading debris. Debris box is to removable so the vehicle can be returned to use with full functionality as a multifunctional snow removal vehicle for snow removal operations. The time required to install or remove the debris box shall not exceed four (4) hours, and the debris box must be self standing and not require special stands or equipment. When the debris box is installed the broom does not need to be able to retract to the transport position.

Note: The ability of the offering to provide a debris box is a major requirement. The option of, and the purchase price of the debris box, must be provided with the proposal

Price per vehicle (when option is selected):

Debris box, \$ _____

Option 3: Centralized Automatic Lubrication System

The Proposer shall furnish and install a centralized automatic lubrication system to provide periodic lubrication. The system shall be designed to utilize lubricants of Grades NLGI 00 or NLGI 000, and to lubricate all points requiring periodic greasing, except those where rotation or other dynamic considerations preclude automatic lubrication. The system shall include an electric gear pump, grease reservoir, control module, and distribution lines and fittings, properly installed in the vehicle. The system shall be as provided by Vogel Lubrication, Incorporated, Chassis Systems, Sales & Service, 1008 Jefferson Avenue, Newport News, Virginia 23607 Phone: (757) 380-8585 fax: (757) 380-0709, or Groeneveld, 1130 Industrial Parkway North, Brunswick, OH 44212, (320) 225-4949, www.groeneveltusa.com, or approved equal.

Price for Centralized Lubrication System: \$ _____

Approximate Number of Lubrication Points: _____

Option 4: Fire Detection/Suppression System

A fire detection and suppression system shall be furnished and installed. Fire detection shall be using three (3) heat sensors which will trigger an alarm and lamp in the driver's area, alerting the driver to the overheat condition. Fire suppression to be an Amerex V25 fire suppression system or approved equal. When a fire is detected from one (1) of the sensors placed in the engine compartment, the area will flood with an ABC dry chemical powder designed to suppress fire. Additionally, the sensors trigger an audible warning that will be heard in the driver's compartment and the engine will be shut down. The dry chemical powder to be stored in a pressurized container. The valve opening time to discharge the dry chemical powder from the pressurized storage bottles is no more than 100 milliseconds for a twenty-five (25) pound charge. System to be interlocked with HVAC blowers so that blowers shut off if the system is activated.

OR

A fire detection and suppression system shall be furnished and installed. It shall be a Fogmaker water mist fire suppression system or approved equal. Fire detection shall be of a hydro-mechanical design and be able to activate automatically without electricity. The detection temperature of the system shall be established between three hundred degrees (300°) Fahrenheit to three hundred and ninety degrees (390°) Fahrenheit. A panel will be provided in the operator area with an audible and visible alarm to warn of low pressure or activation. When a fire is detected in the engine compartment, the system will release the entire contents of extinguisher with no less than fifty (50) seconds of actuation time. Water mist will reduce the temperature of effected area to reduce risk of re-fire. The extinguisher system shall utilize a water-based environmentally friendly extinguishing fluid. The extinguisher shall be a high-pressure piston accumulator constructed from anodized aluminum AA and DOT approved. The time required to release the fluid should take at least fifty (50) seconds. The nozzles shall deliver water droplets between 5-80µm and be constructed of brass or stainless steel. System to be interlocked with HVAC blowers so that blowers shut off if the system is activated.

Fire Detection/Suppression System Offered: _____

Price for Fire Detection/Suppression System \$ _____

Option 5: Dual Tire Pressure Equalization System

A dual tire pressure equalization system, Cat's Eye, Crossfire, or approved equal shall be furnished and installed to equalize pressure in every dual wheel. The system shall consist of a pressure equalizing and monitoring valve that is mounted between dual tires that bolts easily to the lug, hub cap, or drive axle end and will allow air to freely flow from one tire to the other, maintaining equal tire pressure, load distribution, and visual indication of correct air pressure. The system shall employ a safety feature that automatically isolates the "good" tire in the event of a blowout. The system shall also provide a valve to address slow leak situations, so the valve isolates both tires after a pressure drop of approximately 10 P.S.I.

Price for Dual Tire Pressure Equalization System \$ _____

Option 6. Other Options recommended by the Proposer

Description of Option:

Describe the benefit: _____

Cost per vehicle:

Initial Cost Increase to base Vehicle \$ _____

Life cycle recurring costs / frequency \$ _____ / _____

Option 7. Available Energy Diversity and Pollution Reduction Technology

The Proposer shall quote available technologies that either:

1. Displace traditional petroleum-based fuels by utilization of alternative sources of propulsion (e.g. electric, fuel cell, ethanol, hybrid)
2. Or, provide improved air quality and health by reducing emissions from mobile sources of air pollution (e.g. optional exhaust treatment, cleaner engine equipment) that are available for the vehicle, and which exceed federal or state requirements. The purpose of this option is to attempt to gain additional emissions reductions beyond mandatory Clean Air Act programs by changes that will result in reducing mobile source emissions.

If any of these also offer cost sharing, grants, or other financial incentives available to the Port Authority to offset costs for these technologies, the Proposer shall so indicate with each stating such on the line "Available Financial Incentive(s)."

Description of Optional Technology:

Benefit (check all that apply):

Displace Petroleum Dependence Improve Air Quality

Describe the benefit: _____

Cost per vehicle:

Initial Cost Increase to base Vehicle \$ _____

Life cycle recurring costs / frequency \$ _____ / _____

Available Financial Incentive(s) \$ _____

(Page may be copied to provide for additional offerings)

Option 8: Extended Warranties

Each vehicle shall be furnished with a warranty as described in the standard terms and conditions.

A. Major Components.

The following major assemblies will be warranted, to be free from defects in material and workmanship for a period of sixty (60) months or five thousand (5,000) hours of drive engine usage for the delivery date of each vehicle at the delivery location, whichever occurs first.

- Both drive and auxiliary engine including starting systems, electrical charging systems, complete fuel systems from tank to cylinder head, compressed air systems and other control systems attributed to their operation.
- Power divider.
- Transmission including torque converter and control systems.
- Drop gearbox or transfer case.
- All axles including differentials.
- All broom drives components and control systems.
- Plow mechanism
- Caster wheel assemblies and control systems.
- All drive shaft components.
- All hydraulic systems and control systems for the Plow, broom, air blower.
- All electrical harnesses, connector blocks and components related to the electrical operating systems.
- All computer systems within the vehicle.
- Cab and sheet metal enclosures
- Broom core shall have a manufacturer's warranty for a period of five (5) years from the date of delivery.
- In addition, the chassis frame and all structural components shall be warranted to be free from defects in design, material or workmanship for a period of ten (10) years. Permanent bending or deformation, warping, cracking, or corrosion affecting structural integrity will be considered evidence of such defect(s).

B. Warranty Claim Kit

In order to simplify the warranty claim procedure, the Proposer shall supply with each vehicle a kit consisting of the terms of the warranty, instructions on making a claim, blank forms, and shipping labels to be used for the COD return of non-serviceable components.

C. Warranty Claim Response Time

The Proposer will ship repair part(s) with a qualified service technician, (if required), to the Port Authority within a 24hr period of being notified of an equipment failure while under warranty. Part(s) shall be delivered within 48 hours from time the order is placed by the Authority. If the Proposer is unable to obtain the part(s) to restore the vehicle to service, the Port Authority reserves the right to obtain the replacement part(s) or service elsewhere and charge the total cost to the Proposer, including Port Authority labor and administration fees.

In addition to this minimum acceptable base warranty, Proposers may offer optional extended warranties. List any extended warranties that may be offered for the vehicle,

OPTIONAL WARRANTY COVERAGE	Months	Miles
2.		
A.		
B.		
C.		

Attach details concerning coverage, exclusions, and other details on all offered extended warranties.

ATTACHMENT E - PRICING SHEET

Name of Proposer: _____

Proposed Vehicle Model: _____

MUST BE COMPLETED AND SUBMITTED WITH ALL PROPOSALS. PROPOSERS ARE ENCOURAGED TO PROPOSE MORE THAN ONE (1) MODEL, IN WHICH CASE A PRICING SHEET FOR EACH MODEL SHALL BE SUBMITTED PLEASE PHOTOCOPY PRICE SHEETS AND FILL IN AS APPROPRIATE FOR ALL OFFERINGS

A: Unit price for each vehicle delivered by November 15, 2016: \$ _____

B: Total price for fourteen (14) delivered by November 15, 2016: \$ _____
(Sum of 14 x A)

C: Unit price for each machine delivered by December 31, 2017: \$ _____

D: Total price for an estimated twenty (24) delivered by December 31, 2017 \$ _____
(Sum of 24 x C)

E: Unit price for each machine delivered by December 31, 2018: \$ _____

F: Total price for an estimated twenty-two (22) delivered by December 31, 2018 \$ _____
(Sum of 22 x E)

G: Price per eight (8) hour Refresher course \$ _____
(Operation or maintenance at eight (8) hours per class)

H: Total Price for an estimated eighty (80) Refresher Classes \$ _____
(Sum of 80 x G)

I: Ten (10) Year Parts (Mark-Up, At Cost or Discount) from Published List Price +/- _____ %

J: Estimated parts cost +/- _____ % X \$800,000 \$ _____
(Sum of I +/- percentage x 10)

K: TOTAL BID EVALUATION PRICE (sixty (60) vehicles + training + Parts):
\$ _____

(Sum of Lines B=D+F+H+I)

Note: All prices must be in U.S. Dollars and quoted prices must remain fixed for the duration of this agreement. All shipping costs, duty and all applicable taxes shall be paid by the Proposer and included in the above amounts.

Items Listed in lines D, F, H, and J are estimates for bid evaluation purposes only and the Port Authority at its sole discretion may elect to order all, some or none of these items..

Vendors are encouraged to submit alternate offerings and pricing. The Port Authority may elect to select none, any, or all such items in the final contract. Please complete this Pricing Sheet for each such offering. Sheet may be duplicated as needed.

ATTACHMENT F – PROPOSER REFERENCE FORM

Name of Proposer: _____

Please provide a list of references on the firm’s performance of similar work within the last five years, including all current contracts. Use additional sheets as necessary.

Include the following information for each reference:

Customer Name: _____
Address: _____
Contact Name and Title: _____
Phone and Fax Numbers of Contact: _____
Contract date(s): _____
Contract cost: _____
Equipment provided and other services: _____

Customer Name: _____
Address: _____
Contact Name and Title: _____
Phone and Fax Numbers of Contact: _____
Contract date(s): _____
Contract cost: _____
Equipment provided and other services: _____

Customer Name: _____
Address: _____
Contact Name and Title: _____
Phone and Fax Numbers of Contact: _____
Contract date (s): _____
Contract cost: _____
Equipment provided and other services: _____

ATTACHMENT G - STANDARD AUTOMOTIVE TERMS AND CONDITIONS

PART I- GENERAL PROVISIONS

INTENT

These specifications cover the furnishing of the latest production Multifunctional Snow Removal Vehicles for Airport Snow removal, and all equipment and components as described in these specifications.

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/Proposer:

For the purposes of this agreement, the terms “Contractor” and “Proposer” 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, 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, or his duly authorized representatives acting within the scope of the particular authority vested in them.

PROPOSER REQUIREMENTS

The Proposer 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 Proposer's designated repair site. All costs of moving the vehicle to and from this repair site are to be at the Proposer'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, Proposer staff must work cooperatively with Port Authority shop personnel in accordance with agency labor agreements.

ENGINEER'S AUTHORITY

In the performance of the Work hereunder, the Proposer 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 Proposer shall employ no equipment, materials, methods or staff or personnel to which the Engineer 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 Proposer.

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 Proposer therefore certifies that there are no such taxes included in the prices quoted herein. The Proposer 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 vehicles 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 Proposer 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.

TAX INDEMNITY

If any claim is made against the Proposer by a governmental Authority for the taxes as stated above, then the Port Authority will reimburse the Proposer in an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that:

The Proposer 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 Proposer 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.

INSURANCE PROCURED BY THE PROPOSER

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.

Garagekeepers' Legal Liability - \$2 million per location in the Comprehensive Form

In addition, the liability policy (ies) shall name **The Port Authority of NY and NJ, its related entities, their commissioners, directors, officers, partners, employees and agents, The City of New York, AFCO AvPorts Management LLC.** 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. 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 statues 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. **CITS #4852N**

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, or after a pre-manufacturing meeting if requested by the Engineer, 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 Proposer 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 Proposer.

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 Proposer personnel that are directly involved with vehicle ordering/manufacturing. At this meeting, the Proposer 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.

TITLE TO VEHICLES

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 Proposer 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.

PAYMENTS

After delivery, receipt of an invoice and all other required documents, and acceptance by the Engineer of a vehicle, the Port Authority will advance to the Proposer, 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 "Changes and Extras" 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.

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.

FINAL PAYMENT

The acceptance by the Proposer, or by anyone claiming by or through the Proposer, 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 Proposer 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 Proposer'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 Proposer 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 Proposer that such payment was intended to be accepted as final, with the consequences provided in this numbered clause.

The Proposer 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 Proposer 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 Proposer 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.

EXTRA WORK

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

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

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 Proposer 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 Proposer.

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.

TIMES FOR PERFORMANCE

The Proposer shall complete the performance of the delivery and acceptance of all of the vehicles, as described in the clause hereof entitled "delivery." The Proposer's obligation for the performance within the times provided for in this agreement is of the essence of this agreement. The Proposer 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 Proposer'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 Proposer 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 Proposer fails to meet the final date established for delivery of such vehicle.

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

PROPOSER'S WARRANTIES

The Proposer 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 Proposer 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 Proposer to enter into this contract or has been relied upon by the Proposer, 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.

RIGHTS OF THE PORT AUTHORITY

The Port Authority shall have the right to terminate this agreement and the rights of the Proposer hereunder without cause at any time upon five (5) days written notice to the Proposer 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 Proposer 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 Proposer's account as the Engineer deems best to secure such protection.
- b) To have any work completed for the Proposer'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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer'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.

RIGHTS OF THE PROPOSER

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

PROPOSER NOT AN AGENT

This Agreement does not constitute the Proposer 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 Proposer, in performing its services hereunder, is and shall be at all times an independent Proposer and the officers, agents and employees of the Proposer shall not be or be deemed to be agents, servants or employees of the Port Authority.

ASSIGNMENTS

The Proposer 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 Proposer 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 Proposer's agents.

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

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 Proposer

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

COMPLIANCE WITH RULES AND REGULATIONS

The vehicles 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 vehicles 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 vehicles shall comply with the latest published codes and regulations of the following:

- a) All applicable requirements set forth in 49CFR
- b) DOT (Department of Transportation), requirements
- c) FMVSS (Federal Motor Vehicle Safety Standards)
- d) Regulations of the States of New York and New Jersey
- e) ASME (American Society of Mechanical Engineers)
- f) SAE (Society of Automotive Engineers)
- g) National Electrical Code
- h) NFPA (National Fire Protection Association)
- i) 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

- j) 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

ERRORS AND OMISSIONS

If the Proposer 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 Proposer 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.

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 Proposer 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 Proposer 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 Proposer to additional compensation therefore, but the Authority may make such reduction in the Proposer's compensation as may be equitably warranted because of such acceptance in lieu of the standard.

After acceptance of the Proposer'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 Proposer at its own expense.

APPROVAL BY ENGINEER

The approval by the Engineer of any workmanship, materials, drawings, designs, or details of construction of the vehicle 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 Proposer from his full responsibility for the satisfactory construction and operation of the vehicle.

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 vehicle, as to conformity of the vehicle 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.

VEHICLE WARRANTIES

The Proposer 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 Proposer 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 Proposer 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 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 Proposer demonstrates that it is taking every possible step to resolve all issues and submits a letter indicating an estimated completion date. The Proposer 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 Proposer's plant or to any other shop, the Proposer 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 Proposer 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 Proposer 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 Proposer agrees to perform an inspection within twenty-four (24) hours after the Engineer notifies the Proposer of such failure. Upon determination by the Engineer that the failure is to be repaired by the Proposer under this warranty, the Proposer 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 Proposer agrees to have the replacement item shipped within twenty-four (24) hours after the Engineer's determination.

Bidders may propose optional warranties for the benefit of the Port Authority in addition to the warranty requirements provided in this section on the vehicle and its components. Bidders should include any optional warranties it is willing to offer in the OPTIONAL WARRANTIES section of the Part IV Pricing Sheets. The Port Authority will not evaluate optional warranties as part of the bid, but optional warranties may be incorporated into the Port Authority's contract with the winning bidder at the Port Authority's sole discretion. Nothing in this clause or in the provision of

OPTIONAL WARRANTIES shall require the Port Authority to elect to accept any or all of such optional warranties.

AVAILABILITY OF SPARE PARTS

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

PARTS INTERCHANGEABILITY:

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

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 vehicle 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.
- 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 vehicle is found to create or encounter EMF or RMF problems, the Proposer 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 vehicle. 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 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 twenty percent (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 Vehicles, using the ‘preferred’ dimensions offered in this standard

ACCESSIBILITY OF COMPONENTS

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

MARKING OF CONTROLS

All operating controls, light switches, and accessory equipment that may be installed on the vehicle 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.

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:

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

SERVICING BEFORE DELIVERY (MAKE-READY)

Prior to delivery, each vehicle shall be completely serviced by the Proposer 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 minus forty degrees (-40°) Fahrenheit. The anti-freeze shall contain corrosion inhibitors. All systems on the vehicle shall be fully serviced and filled with all required fluids, and be ready for the full in-service operation. A copy of the Proposer’s final inspection form shall be forwarded to the Engineer with the invoice.

CERTIFICATE OF ORIGIN

The Proposer shall submit to the Engineer seven (7) days before delivery of each vehicle, 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 Proposer or the truck dealer is based in the state of New York, the Proposer shall also submit with the above certificate of origin, the New York State Certificate Of Sale, form MV-50, fully completed.

If the Proposer or the truck dealer is based in the state of New Jersey, the Proposer, 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: Surapong Kumwong, Engineer

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

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

DEVIATIONS

Minor deviations from the provisions of these specifications will be considered, to permit manufacturers to follow their standard manufacturing processes. The Proposer 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 vehicle or any of its parts. All proposed deviations, with full details, must be listed on the attached Proposer'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".

INSPECTION AND ACCEPTANCE TESTING

Inspection of workmanship, materials, designs, and performance of the vehicle may be made at the Proposer's factory at the sole discretion of the Engineer. The Port Authority will pay all expenses of its inspectors. The Engineer will inspect each vehicle delivered to insure that the vehicle 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 Proposer, in writing, of vehicle acceptance. Any defect or failure to comply with any requirements of these specifications shall be immediately remedied by the Proposer at its own expense prior to retesting of the vehicle.

QUALITY CONTROL

Critical components and the complete vehicle must demonstrate compliance with these specifications. The Proposer 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 Proposer 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 Proposer 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 vehicle or any component fails a test, the vehicle or component must be retested when the deficiencies have been corrected. The Engineer may at his sole discretion require extra testing of the failed vehicle or component or of all vehicles or components to assure that the noncompliance was not the result of a design error or indicative of the inability of the vehicle 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.

HARMONY

- a. The Contractor shall not employ any persons or use any labor, or use or have any equipment, or permit

any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Port Authority or with the operations of lessees, licensees or other users of the Facility or with the operations of the Contractor under this Contract.

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority, or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

b. During the time that the Contractor is performing the Contract, other persons may be engaged in other operations on or about the worksite including Facility operations, pedestrian, bus and vehicular traffic and other Contractors performing at the worksite, all of which shall remain uninterrupted.

The Contractor shall so plan and conduct its operations as to work in harmony with others engaged at the site and not to delay, endanger or interfere with the operation of others (whether or not specifically mentioned above), all to the best interests of the Port Authority and the public as may be directed by the Port Authority.

RISKS ASSUMED BY THE PROPOSER

The Proposer assumes the following distinct and several risks, whether they arise from acts or omissions (whether negligent or not) of the Proposer, of the Authority, or of third persons, or from any other cause, and whether such risks are within or beyond the control of the Proposer, 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:

- The risk of loss or damage to each vehicle and all its component parts (including parts furnished by the Authority, from the time the Proposer takes possession of such parts), occurring prior to the time the Authority takes title to such vehicle or occurring subsequent to the transfer of title if such vehicle is in the possession of the Proposer for the performance of services required hereunder.
- 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 Proposer 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 Proposer operations or presence at or in the vicinity of any Authority premises, including claims against the Proposer 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 Proposer 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 Proposer 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.

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 poses 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:

1. 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.

2. 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.

3. 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.

4. Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority information considered Protected Information (“PI”) as defined in the Port Authority Information Security Handbook (“Handbook”), dated October, 2008, corrected as of November 14, 2013, 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 PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to PI. 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:

- a) 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 Protected Information categorized and protected as per the Handbook;
- b) require that individuals needing access to PI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.
- c) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;
- d) specific guidelines and requirements for the handling of PI to ensure that the storage and protection of PI;
- e) restrictions on the transfer, shipping, and mailing of PI;
- f) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing PI 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 PI, from viewing such information;
- g) require that PI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
- h) 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.
- i) prohibit the publication, exchange or dissemination of PI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
- j) require that PI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

5. 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.

EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION, NON-DISCRIMINATION

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

- Proposer 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 Proposers under this Contract. Proposer 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.
- Proposer 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 Proposers 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.”
- Proposer 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.”

SHIPMENT

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

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

If the Proposer's plant is more than four hundred (400) miles from the designated delivery point, at the Proposers request the Engineer may approve over-the-road transportation of the completed vehicle to the Port Authority, with an associated cost savings. In all such instances, the Proposer 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.

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."

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 one hundred and twenty (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.

DELIVERY

The Proposer shall deliver vehicle(s) to the delivery location(s) indicated in the table located in the Section entitled: DELIVERY INSTRUCTIONS FOR VEHICLES AND MANUALS hereof. If the Engineer requests for the Proposer to drop-ship the cab-chassis' or vehicle(s) to an alternate delivery location(s), the Proposer shall be responsible to make all necessary arrangements for the delivery(ies), and the Proposer and the Engineer shall mutually agree on any cost adjustments for delivery to the alternate delivery location.

The Proposer shall deliver the first round of fourteen (14) vehicles complete and ready for service, by November 15, 2016.

The operation of each of the vehicles shall be closely monitored for a period of ninety (90) calendar days after the Engineer's acceptance of the first round of fourteen (14) vehicles, and the Proposer shall make all adjustments, corrections, etc. As required for the satisfactory operation of all vehicles. All identical corrections shall be performed to all vehicles. Please refer to Attachment H – Performance Standard, Testing, and Acceptance for further detail on these requirements.

Following the Engineer's acceptance of the first fourteen (14) vehicles and the successful completion of the ninety (90) day Performance Standard, Testing and Acceptance period, the Proposer will be issued a Notice to Proceed ("NTP") to deliver the second round of twenty-four (24) vehicles by December 31, 2017.

Following the Engineer's acceptance of the second twenty (24) vehicles and issuance of a NTP, The Proposer shall deliver the remaining sixteen (16) vehicles by December 31, 2018.

The Proposer shall develop and maintain a weekly updated manufacturing and delivery schedule. Upon request, the Proposer 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 Proposer'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 Proposer'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 Proposer 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 Proposer is necessarily delayed in delivery solely and directly by a cause which meets both of the following conditions:

- a. Such cause is beyond the Proposer'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 Proposer 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:

The delivery is actually and necessarily delayed.

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

Any reference herein to the Proposer shall be deemed to include subcontractors and materialmen, whether or not in privity of contract with the Proposer, and employees of all the foregoing. Therefore, the Proposer shall be charged with a delay caused by a subcontractor, materialmen 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 vehicles 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 Proposer shall give written notice to the Engineer within forty-eight (48) 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 vehicles. 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 Proposer, and failure of the Proposer 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 Proposer shall affirmatively demonstrate to the satisfaction of the Engineer that it is due. To this end, the Proposer 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 Proposer shall assume the responsibility for manufacturing the vehicles in a manner acceptable to the Engineer and, consequently, no disapproval by the Engineer of any drawings submitted by the Proposer or of any other act or omission of the Proposer shall be cause for an extension of time.

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

DRAWINGS, SCHEMATICS, AND FUNCTIONALITY CHARTS

Within six (6) weeks after acceptance of its bid, the Proposer shall deliver to the Engineer for approval complete and fully detailed and dimensioned drawings in triplicate showing how it proposes to construct the complete vehicle with all equipment, the pumping system, the weight distribution of the complete vehicle 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 Proposer 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 Proposer shall promptly make the required additions and corrections and resubmit such drawings within ten (10) days of their return to the Proposer in triplicate to the Engineer for his approval. Each vehicle as finally furnished and delivered shall be in strict accordance with the drawings as finally approved. Any work performed by the Proposer before approval of the drawings relating to such work shall be at the Proposer'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 lists, 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 Proposer's drawings shall include but not be limited to the following:

1. General layout of the complete vehicle, 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.
2. 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
3. Electrical and electronic system(s)
4. Pneumatic System(s)
5. Hydraulic System(s)
6. Functionality chart showing detailed operation of all systems in all modes of operation
7. Any other drawings, schematics, charts, or documentation, as requested by the Engineer.

APPROVAL BY ENGINEER

The approval by the Engineer of any workmanship, materials, drawings, designs, or details of construction of the vehicle 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 Proposer from his full responsibility for the satisfactory construction and operation of the vehicle.

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 vehicle, as to conformity of the vehicle 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.

OPERATION, MAINTENANCE, REPAIR DATA AND DIAGNOSTIC COMPUTERS, ASSOCIATED EQUIPMENT AND PROGRAMS

The Proposer 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, as bound "hard" copies if not available electronically, or in a format approved by the Engineer. 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 vehicle.

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 vehicle and associated equipment furnished. The Proposer 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 vehicle, the manuals shall include operating, maintenance, and repair manuals and parts lists of all manufacturers, covering all of the components used.

Where the Proposer or manufacturer uses components manufactured by others in building equipment which it sells under its own trade name, the Proposer 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 diagnostic tools, laptop or other computers, associated equipment and connectors, software and programs shall be provided as recommended by the manufacturer for diagnostics and maintenance of the vehicle(s). Computers shall be of rugged construction and designed for use in the automotive repair environment. When such diagnostic tools, computers, associated equipment, software and programs require updating, maintenance contracts, or subscriptions, the Proposer 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, computers, software and programs shall be furnished in sets. Each set shall include an operator's manual, parts catalog, shop repair manual, and diagnostic tools, computers, associated 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:

1. Three (3) sets for the first vehicle ordered.
2. One (1) additional set for each subsequent vehicle ordered up to a maximum of nine (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 vehicles (i.e., inches, pounds, etc.). (foreign language terms and metric measurements shall not be accepted.)

All technical support documentation diagnostic tools, equipment, computers, software and programs required by this section shall be delivered at least two weeks prior to the delivery of the first vehicle. In the event the manuals diagnostic tools, computers, associated equipment, software and programs are not delivered as specified above, a retainage amount of ten percent (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 Proposer shall send Parts & Service Manuals diagnostic tools, computers, associated equipment, software and programs directly to the Port Authority Automotive Shops, as designated at the end of this section. Proposers shall send to the engineer receipts of delivery from each shop, to expedite payment release.

The manuals diagnostic tools, computers, associated 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.

PREVENTIVE MAINTENANCE INSTRUCTIONS

In addition to the manuals specified above, the Proposer shall furnish an equal number of condensed preventive maintenance frequency and instructions for each preventative maintenance routine required for the vehicle. 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 vehicle 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.

PREVENTATIVE MAINTENANCE PARTS KITS

To facilitate timely preventative maintenance of the vehicles until parts stocking is established, the Proposer shall also provide with each vehicle 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.

TRAINING

The Proposer shall provide four (4) separate (one (1) each for JFK, EWR, LGA, and TEB) sixteen (16) hour "train the trainer" training sessions on the operation and maintenance of wearable parts of the vehicles per round of delivery for a total of twelve (12) separate sixteen (16) hour training classes for PA Operations and Maintenance staff.

The Proposer shall also provide sixteen (16) separate eight (8) hour training sessions on the maintenance, repair, troubleshooting, and inspection of the vehicles. The Port Authority shall designate when and where the sessions will be conducted. This training shall specifically include:

Basic truck normal operations, diagnostics, troubleshooting & repair eight (8) hours/shop/shift including day and night shifts at each airport. In addition to the basic classes, some training

sessions are to be performed during actual snow events to provide actual diagnostic and troubleshooting experience.

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

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.

FACTORY SERVICE REPRESENTATIVE

The Proposer shall provide a factory trained service representative(s) at the airports, at the time each vehicle is delivered to be placed it in service. The service representative(s) shall be present prior at the arrival of each vehicle and shall not leave until the delivered vehicle is fully placed in service. If for any reason a vehicle is removed from service, if deemed necessary, the service representative(s) shall return to correct any problems that arise. The service representative(s) shall be a technician(s) qualified and familiar with all the vehicle systems; i.e., engine, transmission, axles, brakes and running gear, electrical, pneumatic, power take-off, hydraulic, product pumping, etc. The service representative shall be qualified to trouble shoot, service, and/or repair all of the systems.

The representative shall perform a complete inspection of the vehicle to ensure compliance with specifications and to assist aviation in performing all make-ready processes (i.e., labels, check fluid levels, perform all acceptance testing requirements, perform tests and make proper adjustments, etc.). In addition, the representative shall provide and install all items as required for the vehicle to meet all port authority airport rules and regulations, so that it passes the inspection needed to get port authority airport registration and is placed in service.

The representative shall be on site and readily available between the hours of 8:00 am and 4:00 pm, (Saturdays, Sundays, and holidays included) or as required to perform the above tasks.

DELIVERY INSTRUCTIONS FOR VEHICLES AND MANUALS

The Proposer shall deliver vehicle(s) and parts and service manuals directly to the Port Authority automotive shops, as designated below. Proposers 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
1 MANUALS	Port Authority of NY & NJ Central Automotive Division 241 Erie Street, Room 307 Jersey City, NJ 07310 Attn: Ed Anderson Tel: (201) 216-2345 Fax: (201) 216-2355 GPS: 40.731317,-74.04297

<p>FIVE (5) VEHICLES</p> <p>TWO (2) MANUALS</p> <p>THIRTY –TWO (32)_HRS OF MECHANIC TRAINING</p>	<p>Port Authority of NY & NJ Central Automotive Division Teterboro Airport 111 Industrial Ave Hangar 1, Teterboro, NJ 07608 Attn: Rick Vander Wende Tel: 201-807-4017 Fax: 201-296-0499 GPS: 40.858431, -74.061290</p>
<p>TWENTY (20) VEHICLES</p> <p>TWO (2) MANUALS</p> <p>THIRTY –TWO (32)_HRS OF MECHANIC TRAINING</p>	<p>Port Authority of NY & NJ Central Automotive Division JFK Int’l Airport - Automotive Shop Building 14 Jamaica, N.Y. 11430 Attn: Steve Tkach Tel: (718) 244-4041 Fax: (718) 244-4438 GPS: 40.650814,-73.809022</p>
<p>FIFTEEN (15) VEHICLES</p> <p>TWO (2) MANUALS</p> <p>THIRTY –TWO (32)_HRS OF MECHANIC TRAINING</p>	<p>Port Authority of NY & NJ Central Automotive Division LaGuardia Airport Automotive Shop Bowery Bay Blvd Queens, NY 11371 Attn: John Matsen Tel: (718) 533-3571 Fax: (718) 457-0382 GPS: 40.769443,-73.888158</p>
<p>FOURTEEN (14) VEHICLES</p> <p>TWO (2) MANUALS</p> <p>THIRTY –TWO (32)_HRS OF MECHANIC TRAINING</p>	<p>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</p>
<p>ONE (1) MANUALS</p> <p>SIXTEEN (16) HRS OF MECHANIC TRAINING</p>	<p>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</p>

RIGHT TO PURCHASE ADDITIONAL VEHICLE(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 Proposer'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 Proposer'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 Proposer given at any time during the initial model year, the Port Authority shall have the right, but not the obligation, to purchase from the Proposer additional vehicle(s) of initial model year vehicles originally purchased hereunder at the same vehicle 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 (3) subsequent model years, by written notice from the Chief Procurement Officer or a duly authorized representative to the Proposer, the Port Authority shall have the further right, but not the obligation, to purchase from the Proposer additional vehicle(s) of vehicle(s) originally purchased hereunder but of subsequent model years at the same vehicle 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 Proposer 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 vehicle(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 Proposer'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 Proposer'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 Proposer 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 vehicle(s). The rejection of the Proposer'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 vehicle(s), or any minimum number of additional unit(s) of vehicle(s), from the Proposer, 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 Proposer represents that the last day on which orders may be placed for the model year currently in effect is:

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

Acknowledged for Proposer:

By: _____

Title: _____

Date: _____

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 November 14, 2013), Protected Information, 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 Proposer 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 Chief Procurement Officer 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 Proposer 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 Proposer 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.

ENTIRE AGREEMENT

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

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.

APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the state of New York. The Proposer 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 Proposer agrees that mailing of process addressed to it, at the address of the Proposer 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.

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 Proposer with any liability, or held personally liable to the Proposer 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, including an inspector general of a governmental agency or public authority.

2. *NON-COLLUSIVE BIDDING, AND CODE OF ETHICS CERTIFICATION, CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE, BROKER, 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 March 11, 2014, as may be revised, (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 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 in this Part II, Sections 1 and 2, shall be deemed to have been 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 Chief Procurement Officer 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 AND 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>" 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 Chief Procurement Officer in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Chief Procurement Officer, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Chief Procurement Officer 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 Chief Procurement Officer and shall become a requirement, as though fully set forth in this Contract. In the event the Chief Procurement Officer 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 Chief Procurement Officer to be no longer appropriate because of such preclusion, then the Chief Procurement Officer 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.

Attachment H – Performance Standard, Testing, and Acceptance

The fourteen (14) vehicles delivered in the first round of deliveries will be performance tested as described below and in the manner prescribed in Attachment G, Section DELIVERY. The operation of each of the fourteen (14) vehicles shall be closely monitored by operators and maintainers for a period of ninety (90) calendar days following delivery by the Proposer. On or after the conclusion of the ninety (90) day period, there shall be a meeting (“Review Meeting”) with the Contractor to resolve any issues that were found and corrective actions that need to be taken. Following the Engineer’s acceptance of the first fourteen (14) vehicles, the Contractor shall make all adjustments and/or other corrective actions identified at the Review Meeting to the initial fourteen (14) vehicles and all vehicles in production.

Vehicles will be field tested against the Vehicle Performance and Technical Specifications detailed below. Deficiencies may result in liquidated damages against the selected Proposer up to and including termination of the contract wherein the Port Authority will refuse delivery of additional vehicles at no cost to the Port Authority.

Inasmuch as the damage and loss to the Authority, resulting from delay in completing the Proposer's performance within the manner described below and prescribed in Attachment G entitled “Standard Automotive Terms and Conditions”, and in particular the paragraph entitled “DELIVERY” (“Delivery Specifications”), 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 Proposer does not complete its performance within the period stipulated in the Delivery Specifications, or within such times as extended in accordance with the terms of this agreement, shall be liquidated in the sum of two thousand and four hundred dollars (\$2,400.00) per calendar day per vehicle for each day (including Saturdays, Sundays, and holidays) that the Proposer fails to meet the performance specifications for each delivery as described in the Delivery Specifications.

Vehicle Performance and Technical Specifications

1. Clean aeronautical surfaces to bare pavement in one pass at speeds approaching forty (40) miles per hour.
2. The Multifunctional vehicles provide plow, broom, and air blast system that may be operated simultaneously or independently at the operator’s choice.
3. The broom follows the plowed path at all times.
4. The vehicles shall be consistently capable of completing all requirements in Attachment B at elevations up to two thousand (2000) feet above sea level in ambient temperature from minus ten (-10) degrees Fahrenheit to one hundred (100) degrees Fahrenheit.
5. Operating speeds up to forty (40) mph or greater, consistently.
6. Maximum of five (5) minutes to connect or disconnect the plow (if a folding plow is not procured)
7. Synchronized control should have the ability to move all components when momentary command is giving (constant pressure shall not be required).
8. Ergonomically friendly operating environment to include unobstructed visibility (operator shall be able to see in all directions from a seated position)
9. Operating hours shall be a minimum of sixteen (16) continuous hours and the maximum hours must be provided in the response

Attachment I -- Color, Numbers, Decals, Logos -- Port Authority Airfield Service Vehicle

The Proposer 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 Chrome Yellow as per FAA Advisory Circular 150/5210-5C Appendix A. 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, 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 Proposer shall install Port Authority furnished vehicle fleet numbers, logos and striping for each vehicle:

1. White eight (8") inches wide 3M reflector tape stripe on each side (front to rear) of the Vehicle along the belt line or an appropriate location near the vertical centerline of the vehicle. **(A1)**
2. Four (4) 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, one set located as near to the centerline and as high as practical on the front and rear. **(A2)**
3. One (1) set of one and one half (1 1/2) inch high five (5), digit Blue Port Authority fleet numbers (e.g. 36042). located on the dashboard so the operator can see the vehicle number.
4. Port Authority logo with the bird centered on the lower edge (not on it)of the white stripe on each door **(A3)**
5. Facility logo on the lower front edge of each front door **(A4)**
6. Red/Silver Barricade Striping material to cover entire rear bumper and portions of the vehicle rear as designated by the Engineer **(A5)**
7. Port Authority decal and No smoking sign installed on dashboard
8. "Do Not Top Off" decal installed as close as practical to fuel filler.

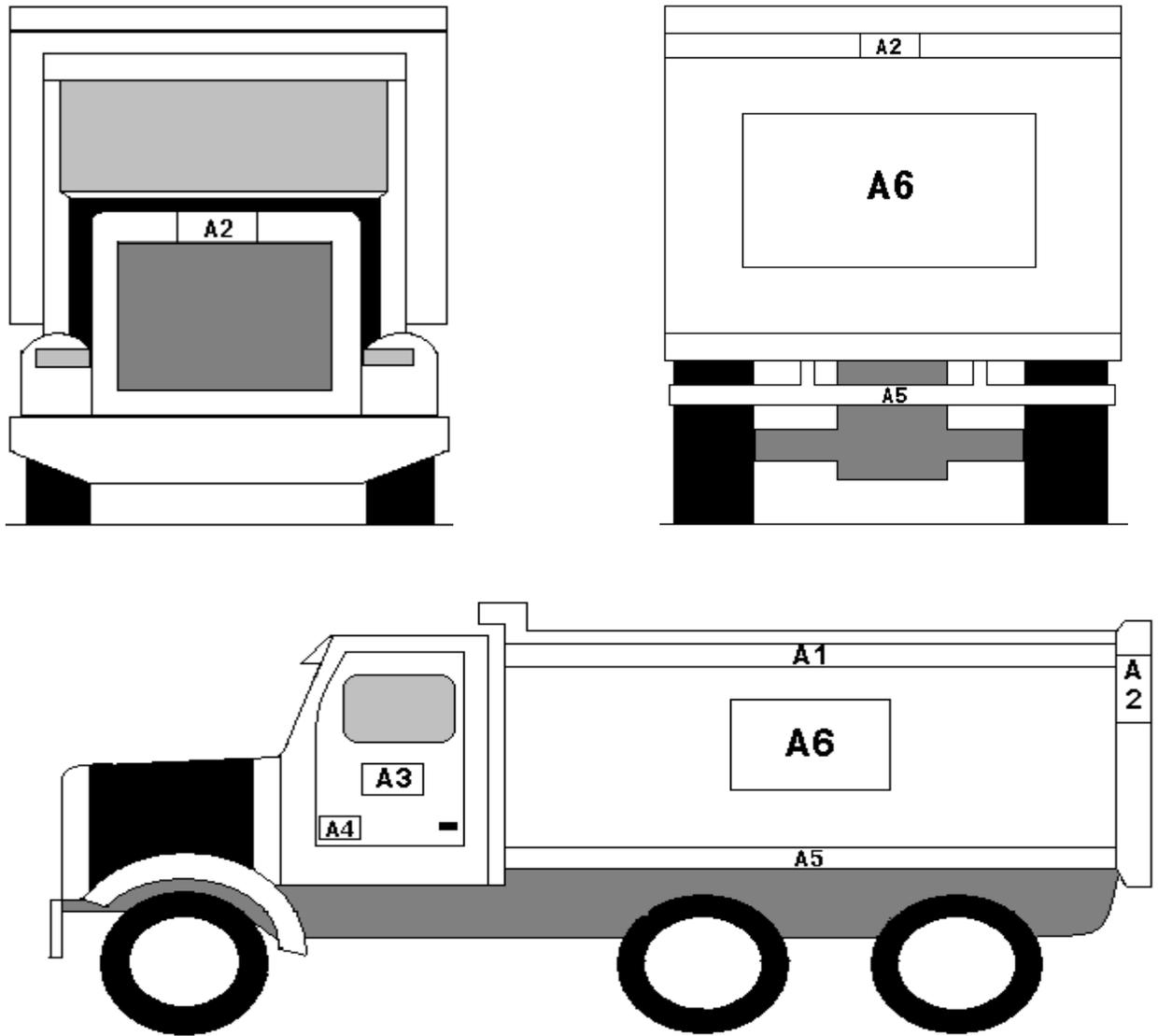
The Proposer shall furnish and install the following on each vehicle:

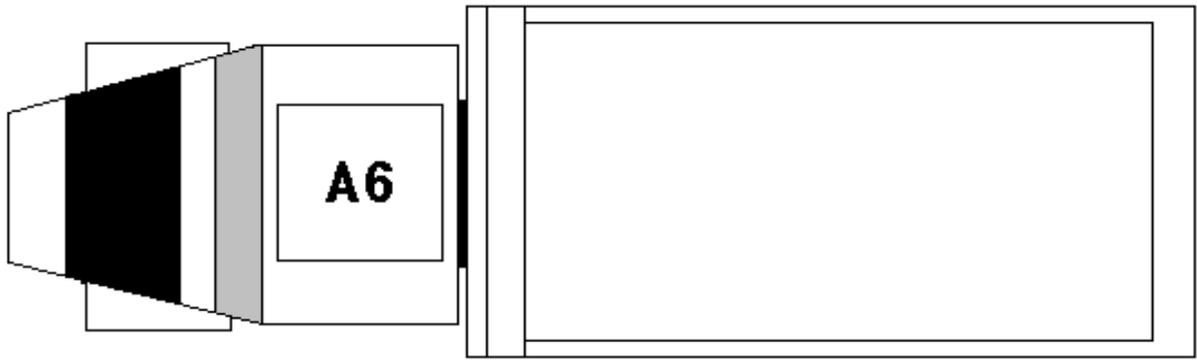
1. A label near the fuel filler point(s) and all other fluid service points indicating type of fuel or service fluid appropriate for that filling location.
2. Conspicuity material treatment (red, white, or silver tape) as would be required to meet FMVSS-108 standards if this were an on-highway vehicle, and to adequately outline the vehicle.
3. 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.
4. FAA Airfield Service Vehicle Numbers: Identification number on each side and rear, and on the roof. Side and rear numbers will be a minimum of sixteen (16") inches in height and conspicuously located. Roof numbers will be a minimum of twenty-four (24") inches in height and affixed with their bases toward the front of the vehicle. The identification numbers should provide sharp color contrast to the vehicle color and be of reflectorized material. **(A6)**

5. RED Plastic engraved placard with one and one half (1½”) inch high lettering stating vehicles overall height affixed as directed by the engineer.
6. All vehicles equipped for towing a trailer (tow receiver, ball or pintle hook or other towing connection point installed on the vehicle), 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 Proposer 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 Airfield Service Vehicle





ATTACHMENT J - Certified Environmentally Preferable Products/Practices

Bidder Name: _____ Date: _____

In line with the Port Authority's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Bidders are requested to complete this form and submit it with their response, if appropriate. Bidders are requested to submit appropriate documentation to support the items for which the Bidder indicates a "Yes" and present this documentation, in the proper sequence of this Attachment.

1. Packaging

Has the Bidder implemented any of the following environmental initiatives? (A checkmark indicates "Yes")

- Use of corrugated materials that exceed the required minimum **EPA recommended** post-consumer recycled content
- Use of other packaging materials that contain recycled content and are recyclable in most local programs
- Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return
- Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives
- Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals.

If yes, a description of the practices being followed should be include with the submission.

2. Business Practices / Operations / Manufacturing

Does the Bidder engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? (A checkmark indicates "Yes")

- Recycles materials in the warehouse or other operations
- Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes
- Use of energy efficient office equipment or signage or the incorporation of green building design elements
- Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials
- Other sustainable initiative

If yes, a description of the practices being followed should be included with the submission.

3. Training and Education

Does the Bidder conduct/offer a program to train or inform customers and employees of the environmental benefits of the products to be offered under this contract, and/or does the Bidder conduct environmental training of its own staff?

- Yes No If yes, Bidder shall attach a description of the training offered and the specific criteria targeted by the training.

4. Certifications

Has the Bidder or any of its manufacturers and/or subcontractors obtained any of the following product / industry certifications? (A checkmark indicates "Yes")

- ISO 14000 or adopted some other equivalent environmental management system
- Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards
- Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

If yes, Bidders should attach copies of the certificates obtained.

I hereby certify under penalty of law, the above statements are true and correct.

_____ Name

_____ Date