



THE PORT AUTHORITY OF NY & NJ

1 Madison Avenue, 7th Floor, New York NY 10010

REQUEST FOR QUOTATION

<p>Contact person/Telephone Dennis Kopik/212-435-3931</p>	<p>Collective# / RFQ Number / Bid Due Date 0000020591 / 03/23/2010 Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To: Port Authority Technical Center 241 Erie Street - Room 105 Jersey City NJ 07310</p>
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Quantity	Description	Unit Price	Total
	<p>TWO YEAR REQUIREMENTS CONTRACT, FURNISH AND DELIVER WRECKED/ SCRAPPED VEHICLES AS PER TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS</p> <p>TERM OF THE CONTRACT IS 6/1/10-5/31/12</p> <p>THIS IS A REQUIREMENTS CONTRACT AND QUANTITIES ARE NOT GUARANTEED</p> <p>****QUOTE ONLY FULLY DELIVERED PRICES****</p> <p>A price preference of 10 % is available for NY/NJ Minority and Women Business Enterprises (M/WBE) or 5% for NY/NJ Small Business Enterprises (SBE) certified by the Port Authority (PA) by the day before bid opening for awards not exceeding \$1,000,000. My firm was certified as a _____ on _____.</p>		
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS	Total Delivered Price

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We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

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

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

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03/23/2010

Quantity	Description	Unit Price		Total
	<p>This is a Formal Bid Invitation Mail Sealed Bids to:</p> <p>The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department One Madison Avenue, 7th Floor New York, N.Y. 10010</p> <p>by the date and time listed above, where it will be publicly opened and read.</p> <p>Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8 A.M. & 5 P.M., via regular mail, express delivery service or hand delivery.</p> <p>If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document.</p> <p>A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.</p>			
	USED VEHICLES FOR TBA TRAINING			
		PAYMENT TERMS		
	PLEASE QUOTE FULLY DELIVERED PRICES	Total Delivered Price		

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REQUEST FOR QUOTATION

RFQ Number / Bid Due Date
6000095239 / 03/23/2010

Quantity	Description	Unit Price	Total
	<p>COPY OF PURCHASE ORDER REQUESTED</p> <p>USED VEHICLES FOR TBA TRAINING</p> <p>TERM OF THE CONTRACT 6/1/10 - 5/31/12</p> <p>CONTRACT ADMINISTRATOR COTEA JONES 201-216-2305</p> <p>Provide wrecked/scrapped vehicles to be used during Port Authority Tunnel and Bridge Agent training, extrication exercises, and drills.</p> <p>ITEM NO. 1 Furnish and Deliver one hundred (100) scrapped or wrecked 4-door vehicles with wheels and tires, doors, windows, steering wheel, dashboard, etc (complete interior) intact. The fuel tanks and all fluids (oil, antifreeze, transmission, et) shall be removed from the vehicles prior to delivery.</p> <p>The vendor shall deliver approximately four (4) vehicles every seven days. The actual delivery schedule will be provided after the award of the contract.</p>		
	PAYMENT TERMS		
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Quantity	Description	Unit Price	Total
	<p>ITEM NO. 2 Furnish and Deliver four (4) complete and running automobiles with keys. Vehicles will be used during Basic Training scenarios (hoisting, towing, etc) and then incorporated into extrication evolutions and "cut up" after Basic Training is completed. The actual deliver schedule will be provided after the award of the contract.</p> <p>ITEM NO. 3 Furnish and Deliver two (2) complete and intact motorcycles (not running). The fuel tank and all fluids (oil, antifreeze, transmission, etc) shall be removed from the vehicle prior to delivery. The actual delivery schedule will be provided after the award of the contract.</p> <p>Delivery and Removal of vehicles Deliver shall be made to: Port Authority NYNJ, TBT Training Academy @ Morris County Public Safety Training Academy (aka Morris County Fire and Police Academy) 500 West Hanover Avenue Parsippany, NJ 07054</p> <p>The vehicles furnished under this contract shall remain the property of the vendor, who shall deliver the vehicles between the hours of 6 AM and 1 PM, Monday through Friday.</p>		
	<p>PLEASE QUOTE FULLY DELIVERED PRICES</p>	<p>PAYMENT TERMS</p>	<p>Total Delivered Price</p>

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Quantity	Description	Unit Price	Total
	<p>The vehicles will be used for training that will involve "cutting up" the vehicles using hydraulic and electric rescue tools. (The doors, steering columns, seats and vehicle roofs will be cut off each vehicle.) Upon completion of training evolutions, the removed parts will be placed back on the vehicle. The contractor must have access to a flatbed vehicle employed for the removal of vehicles and be prepared to secure the vehicle remains appropriately. A schedule for removal will be provided to vendor, however, this schedule will basically require picking up vehicles within 48 hours of completion of training sessions.</p> <p>Price each shall include delivery and removal of vehicles. Quantities shown are estimates for bid evaluation purposes only. The Port Authority makes no guarantee as to what quantity, if any, may be actually needed.</p> <p>Port Authority TBT Training Academy Contact Cotea Jones, 201-216-2305</p> <p>ENTRY OF CHARGES</p> <p>A. The prices quoted shall be written in inked figures preferably black, where required in the spaces provided on the Contractor's Price Sheet attached hereto and made a part hereof.</p>		
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Quantity	Description	Unit Price	Total
	<p>B. All Bidders are asked to make sure that all charges quoted for similar operations in the Contract are consistent.</p> <p>C. All Bidders are asked to make sure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Bidder is advised that the Port Authority may verify only that Proposal or those Proposals that it deems appropriate and may not check each and every Proposal submitted for computational errors. In the event errors in computation are made by the Bidder, the Port Authority reserves the right to recompute and correct any and all amounts set forth by the Bidder in accordance with the figures submitted by the Bidder. In the event there is a discrepancy between any "Rate Per Vehicle" and the "Estimated Total," the "Rate Per Vehicle" shall be deemed controlling and binding upon the Bidder, and in the event any "Rate Per Vehicle" has been omitted and the "Estimated Total" pertaining thereto has been inserted, the Port Authority shall have the right to make the appropriate calculations and insert the computed amount based on the "Estimated Total."</p> <p>D. The "Estimated Total" for each entry is to be computed by multiplying the "Estimated Vehicle Quantities" by the "Rate Per Vehicle."</p> <p>E. The sum total of the "Estimated Totals" shall be the "Total Estimated Price."</p>		
	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> PAYMENT TERMS </div>		
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	<p>F. The estimated quantities contained herein have been included solely to enable bid comparisons and the Authority makes no representation as to what the actual quantities will be. The Authority shall not be liable to the Contractor in any way based on variances between estimated and actual quantities even if the estimated quantities are not remotely correct.</p> <p>Contractors Price Sheet</p> <p>ITEM Description Est. X Rate per = Est. Qty. Vehicle Total</p> <p>1 Scrapped or wrecked 4-door vehicles 100 X _____ = _____</p> <p>2 Complete and running automobiles 4 X _____ = _____</p> <p>3 Complete and intact Motorcycles 2 X _____ = _____</p> <p>Total Estimated Contract Value for 2 Years (Add together Est. Totals of Items 1, 2 and 3)</p>		
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	PAYMENT TERMS		
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Quantity	Description	Unit Price		Total
25,000.000	The item covers the following services: Used Vehicles for TBA Training			
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TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of \$100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764 regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764, that it will honor a determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing wage legislation. The Terms and Conditions of PA 3764 apply to this order. A copy can be obtained by calling (212) 435-3902 or at <http://www.panynj.gov/pdf/PA3764.pdf>.
12. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
13. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

Insurance Procured By The Contractor

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

Commercial General Liability Insurance - \$ 1 million combined single limit per occurrence for bodily injury and property damage liability.

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

In addition, the liability policy (ies) shall name The Port Authority of New York and New Jersey and PATH as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

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

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, including 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 New York and New Jersey, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

3.04-wf

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change result in an additional premium, The Port Authority, Risk Manager, Risk Management can 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 New York and New Jersey, 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. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

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

Renewal certificates 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. 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 is 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.

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