



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 0000022047 / 08/24/2010 Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To: Central Stockroom Jersey Avenue Maintenance Building 777 Jersey Avenue Jersey City NJ 07310</p>
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Quantity	Description	Unit Price	Total
	<p>2YR REQUIREMENTS CONTRACT WITH TWO ONE YEAR OPTIONS,CNG CONVERSION, PA VEHICLES AS PER ATTACHED TERMS AND CONDITIONS CAVG10-4612</p> <p>TERM OF THE CONTRACT 10/1/10-9/30/12</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> <p>EXCEPTIONS TO THE BID WILL BE CAUSE FOR REJECTION</p>		
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS	Total Delivered Price

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

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

Signed _____

Firm Name _____

Telephone number _____ Date _____

Fax Number _____

Federal Taxpayer ID _____

Bidder
Must
Sign
In
Two
Places

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

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

Signed _____ Date _____

Firm Name _____



REQUEST FOR QUOTATION

RFQ Number / Bid Due Date
/ 08/24/2010

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>		
	CNG CONVERSION		
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS	Total Delivered Price

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Firm Name _____
Telephone number _____ Date _____
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Firm Name _____



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RFQ Number / Bid Due Date
/ 08/24/2010

Quantity	Description	Unit Price		Total	
1.000	<p>The item covers the following services: CNG CONVERSION</p>				
<p>PLEASE QUOTE FULLY DELIVERED PRICES</p>		<p>PAYMENT TERMS</p>		<p>Total Delivered Price</p>	

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 Firm Name _____
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 Signed _____ Date _____
 Firm Name _____

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.

**Requirements Contract for
Port Authority Owned Vehicle
Conversion to Operate on CNG**

Tracking # CAVG510 - 4612

Date: June 25, 2010

PART I - CONTRACT DESCRIPTION

- 1. GENERAL AGREEMENT**
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- 4. DISCLAIMER**
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- 7. FINAL PAYMENTS**
- 8. AUDIT**
- 9. RECOVERY DUE TO A LOSS**
- 10. INSURANCE PROCURED BY THE CONTRACTOR**

PART II - SPECIFICATIONS

- 2. SCOPE OF WORK**
- 3. COMPRESSED NATURAL GAS (CNG) SYSTEM SPECIFICATIONS**
- 4. SYSTEM SAFETY STANDARDS**
- 5. TASKS**
- 6. PERFORMANCE SPECIFICATIONS**
- 7. INSPECTION AND ACCEPTANCE**
- 8. CONTRACTOR FACILITIES.**
- 9. PICKUP AND DELIVERY**
- 10. PRE-MANUFACTURING MEETING**
- 11. CHANGES AND EXTRAS**
- 12. WARRANTIES**
- 13. CONVERSION SYSTEMS FAMILIARIZATION**
- 14. REGULATIONS**

PART III - PRICING SHEET

Part IV - VENDOR'S DETAIL SHEET

Part V - MARKINGS FOR PORT AUTHORITY VEHICLES

Part VI - LIGHTING FOR PORT AUTHORITY VEHICLES

Part VII - DELIVERY LOCATIONS

**Requirements Contract for
Port Authority Owned Vehicle
Conversion to Operate on CNG**

PART I - CONTRACT DESCRIPTION

1. GENERAL AGREEMENT

The contractor shall provide CNG vehicle conversion systems and install/retro-fit Port Authority fleet vehicles at the contractor's facilities in accordance with the attached specifications. This is a Two (2) year requirements contract in which the contractor shall provide all engine family specific conversion systems calibration software, materials, labor, and furnish all standard hand tools, as well as special tools necessary to provide complete conversion of Port Authority light duty vehicles (LDVs: less than 20,000 pounds GVW) to a CNG configuration. The CNG conversion shall include a CNG fuel delivery system that transports 3600 psig @ 70 deg. F, on-board stowed, vehicle grade SAE J1616 CNG. The estimated maximum number of vehicles to be converted at any time is forty-two (42). This estimated quantity is for bid evaluation purposes only. The Port Authority does not guarantee the actual number of CNG conversions and retro-fits that will be required during the term of this contract.

Category	Description	Estimated Quantity
I	Sedans	5
II	Pick-up Trucks	5
III	Minivans/Vans	23
IV	Sprinters	3
V	Class 4 & 5 Trucks	6

2. DURATION

The initial term of this contract shall be a two (2) year Requirements Contract. The Port Authority shall have the option to extend this contract for up to two (2) consecutive additional one (1) year periods. Should the Port Authority elect to exercise the option(s), it shall notify the Vendor in writing at least thirty (30) days prior to the expiration date of the contract, and, if applicable, the extension period thereafter. The first option shall begin on the day after the anniversary of the original two-year contract term and the second option shall begin on the day after the anniversary of the first option. Termination of this contract shall be in accordance with terms set forth in this agreement.

3. OPTIONS AND ESCALATIONS

For each year (s) following the first year of the Base Term and for each year of any Option Period that is applicable to this Contract and is exercised hereunder, the Port Authority shall adjust the compensation due the Contractor utilizing the

Consumer Price Index for all Urban Consumers; Series Id: CUUSA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index).

The term "Anniversary Date" shall mean the date(s) of the first and each succeeding twelve-month period from the Commencement Date of this Contract. The term "Annual Period" shall mean each and any twelve-month period hereafter commencing on the Commencement Date and on each Anniversary Date thereafter.

Effective on the first day of the month after the Expiration Date and thereafter on the first day of the month of each succeeding Expiration Date during the Base Term and any Option Period exercised hereunder, the compensation payable shall be adjusted as follows:

For the Annual Period that is subject to adjustment, the Price Index shall be determined for the months of the date that is eighteen (18) months prior to the Expiration Date commencing the Annual Period to be adjusted, and the date that is six (6) months prior the Expiration Date commencing the Annual Period to be adjusted. The compensation payable in the Annual Period preceding the Annual Period subject to adjustment, shall be multiplied by a fraction, the numerator of which is the Price Index for the month and year represented by the date which is six (6) months prior to the Expiration Date commencing the Annual Period to be adjusted, and the denominator of which is the Price Index for the month and year represented by the date which is eighteen (18) months prior to the Expiration Date commencing the Annual Period to be adjusted. Except for when the Annual Period to be adjusted is an Option Period, such a fraction shall not exceed three percent (3%) per annum. The resulting product shall be the compensation payable in the Annual Period subject to adjustment.

In the event of a change in the basis or the discontinuance of the publication by the United States Department of Labor of the Price Index, such other appropriate index shall be substituted as may be agreed to by the parties hereto as properly reflecting changes in value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it deems appropriate.

4. *DISCLAIMER*

Estimated usage, quantities and/or duration of rentals are for bid evaluation purposes only and do not guarantee what quantity, if any, may be converted by the Vendor.

5. TERMINATION

The Authority reserves the right to cancel this contract without cause, at no cost or penalty to the Port Authority, upon written notice to the Vendor. In the event of such a cancellation written notice will be provided to the Vendor ten (10) days prior to the effective date of the cancellation of such contract.

6. PAYMENT

After the delivery of each complete unit, and receipt of all other required completed documents and the invoice for the delivered unit, and the acceptance by the Engineer, the Port Authority will advance to the vendor within thirty (30) days a payment of an amount equal to the unit price of the completed unit plus any cost or deductions for changes and extras as per the requirements stipulated in the paragraph entitled "Changes and Extras," less any payments already made in connection with said unit, and also subject to any monetary deductions, as determined solely by the Port Authority Engineer, for which the vendor has not met the requirements stipulated within this contract.

The vendor shall submit the invoice and the following minimum documents for each unit:

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 all other required documents

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

Any other documentation as required by the Engineer

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.

7. FINAL PAYMENTS

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

The vendor 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 vendor 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 vendor 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 6% per annum for the period, if any, in which such interest is due.

The Vendor shall send all invoices and any correspondence regarding conversion to:

Port Authority of NY & NJ
Central Automotive Division
241 Erie Street, Room 307
Jersey City, NJ 07310-1397
Attention: Lois Roth

8. *AUDIT*

For the duration of this agreement and for a period of two (2) years thereafter, the Vendor shall maintain such records as may be required by the Port Authority to substantiate the prices charged the Port Authority under this agreement. The Port Authority shall have the right to audit such records for the purpose of ascertaining whether the Port Authority has paid to the Vendor prices in excess of those to be specified herein. If an audit discloses that the Authority has paid to the Vendor

prices in excess of those to be charged as specified herein, the Vendor shall refund to the Port Authority the excess charges and/or the Port Authority may withhold out of any payment otherwise due the Vendor the amount of such overcharge.

9. RECOVERY DUE TO A LOSS

The Replacement Value is the price that the Port Authority should recover should the vehicle(s) be damaged or destroyed while in the care custody and control of the vendor. The Replacement Value shall be the price paid by the Port Authority for the purchase of the vehicle for CNG conversion. If the Port Authority settles such loss by payment from the Vendor for the loss, the Port Authority will sign the title of the said vehicle over to the Vendor.

10. INSURANCE PROCURED BY THE CONTRACTOR CITS #3105N

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

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

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

In addition, the liability policy (ies) shall name The Port Authority of NY and NJ as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insured (s), its representatives, officials, and employees. Any insurance or self insurance maintained by the above additional insured (s) shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.