



**THE PORT AUTHORITY OF NY & NJ**

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

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Date 03/11/2010

## REQUEST FOR QUOTATION

| <p>Contact person/Telephone<br/>Selene Ortega/212-435-3907</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>Collective# / RFQ Number / Bid Due Date<br/>0000020682 / / 04/06/2010<br/>Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To:<br/>Laguardia Airport<br/>HANGAR 7 SOUTH<br/>Jackson Heights NY 11371</p> |  |                              |  |
|----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------|--|
| Quantity                                                       | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Unit Price                                                                                                                                                                                                                                                       |  | Total                        |  |
|                                                                | <p>*** ONE (1) YEAR CONTRACT TO COMMENCE ON OR ABOUT APRIL 24, 2010 FOR MAINTENANCE AND REPAIR OF AUTOMATIC, MANUAL AND REVOLVING DOORS AT LAGUARDIA AIRPORT ***</p> <p>*** SEE ATTACHED SPECIFICATIONS ***</p> <p>*** SEE ATTACHED LIST OF DOORS (Attachment A)***</p> <p>*** SEE ATTACHED INSURANCE PROCURED BY THE CONTRACTOR ***</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>***The Port Authority will conduct a facility inspection for all parties interested in submitting bids on this Contract, which will commence at 10:00 a.m. on March 25, 2010 at LGA, Hangar 7. Contact Contact Jim D'Amico via e-mail at <a href="mailto:jdamico@panynj.gov">jdamico@panynj.gov</a> to RSVP and/or for driving directions***</p> <p>In addition to any other right of termination under this Agreement, this Contract may be terminated by the Port</p> |                                                                                                                                                                                                                                                                  |  |                              |  |
|                                                                | <p>PLEASE QUOTE FULLY DELIVERED PRICES</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p><b>PAYMENT TERMS</b></p>                                                                                                                                                                                                                                      |  | <p>Total Delivered Price</p> |  |

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 \_\_\_\_\_





|  |                                           |
|--|-------------------------------------------|
|  | RFQ Number / Bid Due Date<br>/ 04/06/2010 |
|--|-------------------------------------------|

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Firm Name \_\_\_\_\_



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.

**1. Specific Bidder's Prerequisites**

- a. The Bidder shall have had at least three (3) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of a commercial automatic door maintenance and repair business and during that time actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least three (3) year(s) of experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.
- b. During the time period as stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have satisfactorily performed or be performing under at least one (1) contract(s) requiring similar services of similar scope to those required under this Contract.

**2. Specific Definitions**

To avoid undue repetition, the following terms, as used in this Contract, shall be construed as follows:

"Facility" shall the Central Terminal Building at LaGuardia Airport, Flushing New York 11371.

**3. Work Required by the Specifications**

These Specifications relate generally to the performance of maintenance and repair of automatic, manual and revolving doors. Maintenance shall consist of inspecting equipment and recommend preventative actions to the Contract Administrator that will help avoid future malfunctions. Repair shall consist of all actions necessary to diagnose and correct system malfunctions, damage and failures caused by others.

The Contractor shall provide services Monday thru Friday (exclusive of Holidays) between the hours of 7:00 a.m. and 3:00 p.m.

**4. Replacement Parts and Components**

Replacement parts and components shall be new and unused and identical to the original or an "equal" as approved by the Manager. No used parts or components will be used without the permission of the Manager. The Contractor shall supply to the Manager for his or her acceptance the manufacturers or suppliers original invoice for replacement parts or components along with the appropriate invoice to the Port Authority. No payment shall be made for replacement parts or components without the manufacturers or suppliers original invoice.

**5. Personnel Requirements**

The Contractor shall supply adequately trained and experienced personnel to carry out the work required by this Contract.

**6. Location of Doors**

A list of doors currently in service is listed as Attachment A. The Port Authority reserves the right to add and/or delete doors during the term of the Contract.

**7. Site Visit**

The Port Authority will conduct a facility inspection for all parties interested in submitting bids on this Contract, which will commence at 10:00 a.m. on March 25, 2010 at LGA, Hangar 7. Contact Jim D'Amico via e-mail at [jdamico@panynj.gov](mailto:jdamico@panynj.gov) to confirm their attendance and/or receive traveling directions. **PHOTO ID REQUIRED to attend the meeting.**

**PRICING SHEET – ONE YEAR**

**I. LABOR FOR MAINTENANCE AND REPAIR SERVICE**

|                                |                    |   |                                          |
|--------------------------------|--------------------|---|------------------------------------------|
| <u>Est. One (1) Year Hours</u> | <u>Hourly Rate</u> |   | <u>Total Est. One (1) Contract Price</u> |
| 700 hrs.     X                 | \$ _____           | = | \$ _____                                 |

**II. COMPENSATION FOR MATERIALS, SUPPLIES, TOOLS & EQUIPMENT**

Bidder shall insert a percentage to be added/subtracted (Bidder shall circle the + or -) to the Net Cost of materials, supplies, tools & equipment. This % shall be firm for the duration of the Contract and any extension and option period, if applicable.

|                                               |             |                                                          |                     |                                                        |
|-----------------------------------------------|-------------|----------------------------------------------------------|---------------------|--------------------------------------------------------|
| <b>Estimated<br/>One (1) YR.<br/>Net Cost</b> |             | <b>Contractor's<br/>Percentage<br/>Mark-Up/Mark-Down</b> |                     | <b>Estimated<br/>Total Annual<br/>Cost of Material</b> |
| \$30,000     X                                | +/- _____ % | =                                                        | \$ _____ + \$30,000 | = \$ _____                                             |

**III. TOTAL ESTIMATED ONE (1) YEAR CONTRACT PRICE:**

\$ \_\_\_\_\_  
(Sum of I. + II. = III.)

ATTACHMENT A

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY**  
**LIST OF DOORS - LaGuardia Airport**

**AUTOMATIC DOORS C.T.B**

A 2, 3, 5, 6, 7, 8, 13, 14  
B 15, 16, 21, 22, 23, 24, 29, 30, 31, 32, 37, 38, 39, 40, 45, 46, 47, 48, 53, 54  
C 59, 60, 65, 66, 67, 68, 73, 74, 75, 76, 81, 82  
D 83, 88, 89, 90, 92, 93

**MANUAL DOORS C.T.B**

A 10, 11,  
B 18, 19, 26, 27, 34, 35, 42, 43, 50, 51, 55, 56  
C 57, 58, 62, 63, 70, 71, 78, 79  
D 85, 86

**REVOLVING DOORS C.T.B**

A 1, 4, 9, 12  
B 17, 20, 25, 28, 33, 36, 41, 44, 49, 52  
C 61, 64, 69, 72, 77, 80  
D 84, 67, 91

**CENTER SECTION DEPARTURE LEVEL**

ONE SET OF DOUBLE SLIDING DOORS EAST  
ONE SET OF DOUBLE SLIDING DOORS WEST

**CENTER SECTION ARRIVALS LEVEL**

TWO SETS OF DOUBLE MANUAL DOORS

**DEPARTURE LEVEL P.A. COMMON TICKET COUNTER**

FOUR AUTOMATIC DOORS  
ONE SET OF DOUBLE MANUAL DOORS  
ONE REVOLVING DOOR

**POLICE BUILDING**

FOUR MANUAL DOORS

**MARINE AIR TERMINAL**

EIGHT MANUAL DOORS ENTRANCE  
TWO MANUAL EXIT DOORS REAR BUILDING

**HANGAR 7 CENTER**

TWO SETS OF MANUAL DOUBLE DOORS

**PARKING GARAGE EAST & WEST**

2 SETS OF DOUBLE SLIDING DOORS  
(1 SET ON THE EAST 1 SET ON THE WEST)

## Insurance Procured by the Contractor

Bid# 20092

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 - \$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. 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 statutes respecting suits against the Port Authority."*

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

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

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

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

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

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

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. [CITS #3584N].