



# REQUEST FOR QUOTATION

<b>Vendor No.</b>  <b>Contact person/Telephone/Email</b> Luz Santana/212-435-4625/lasantana@panynj.gov	<b>Bid #</b> 50571 <b>Bid Due Date</b> 08/24/2017 Bids must be received no later than 11:00 AM on the above Bid Due Date.  <b>Deliver Goods/Services To:</b> NY Facilities
---	---

Quantity	Description	Unit Price	Total
	Supply and Deliver Ready Mix Concrete and Related Matierals as described in Attachment A entitled "Bidder's Pricing Sheet" and Attachment B entitled "Requirements Contract".  Two (2) Year Requirements Contract to commence on or about September 8, 2017.  ****QUOTE ONLY FULLY DELIVERED PRICES****  A price preference of 10 % is available for NY/NJ Minority an 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 _____.		
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>	<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

**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

<b>Vendor No.</b>	<b>Bid #</b> 50571	<b>Bid Due Date</b> 08/24/2017
-------------------	-----------------------	-----------------------------------

Quantity	Description	Unit Price	Total
	<p>This is a Formal Bid Invitation</p> <p>Bid Submission Instructions:</p> <p>Sealed Bids must be submitted to and received at the following address by the due date and time listed on this Request for Quotation, where they will be publicly opened and read:</p> <p>The Port Authority of NY &amp; NJ Attn: Bid Custodian Procurement Department 4 World Trade Center 150 Greenwich Street, 21st Floor New York, NY 10007</p> <p>Clearly mark the outside of your envelope/package with "BID ENCLOSED", the Collective/Bid Number and Due Date, and your complete company name and address.</p> <p>Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8 A.M. &amp; 5 P.M., via regular mail, express delivery service or hand delivery. Express carrier deliveries by commercial vehicles can be made via vendors approved by Silverstein Properties, the 4 World Trade Center (4WTC) Property Manager, through the</p>		
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>	<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

**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 \_\_\_\_\_

<b>Bidder Must Sign In Two Places</b>
---

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

<b>Vendor No.</b>	<b>Bid #</b> 50571	<b>Bid Due Date</b> 08/24/2017
-------------------	-----------------------	-----------------------------------

Quantity	Description	Unit Price	Total
	<p>Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times. 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 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.</p> <p>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 any delivery service, building access procedure or security requirement.</p> <p>A valid government-issued photo ID is required to gain access into the building to attend the bid opening or hand deliver a bid. Bids that are not received by the bid custodian by the scheduled bid opening date will be considered late.</p> <p>If any Addenda are posted or sent as part of this Bid, the Bidder shall complete, sign and include with its Bid the addenda form(s). In the event any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though the Addenda had been acknowledged. If the Bidder downloaded this solicitation document, it is the responsibility of the Bidder to periodically check the Port Authority website at</p>		
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>	<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

**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

<b>Vendor No.</b>	<b>Bid #</b> 50571	<b>Bid Due Date</b> 08/24/2017
-------------------	-----------------------	-----------------------------------

Quantity	Description	Unit Price	Total
	<a href="http://www.panynj.gov/business-opportunities/bid-proposaladvertisements.html">http://www.panynj.gov/business-opportunities/bid-proposaladvertisements.html</a> and download any addenda that might have been issued in connection with this solicitation.		
1.00	<p>ready mix concrete delivery</p> <p><b>The item covers the following services:</b> Supply and Deliver Ready Mix Concrete and Related Materials as described in Attachment A entitled "Bidder's Pricing Sheet" and Attachment B entitled "Requirements Contract".</p>		
<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>		<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

**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 \_\_\_\_\_

## 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 3764A 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 3764A, 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 3764A apply to this order. A copy can be obtained by calling (212) 435-4600 or at <http://www.panynj.gov/business-opportunities/become-vendor.html>
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.
14. Neither the Commissioners of the Port Authority, nor Directors of PATH, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

**Attachment A - BIDDER'S PRICING SHEET**

FIRST YEAR						
Item #	Type of Material	Estimated Quantity		Price Per Yard		Estimated Total Price
A	3,000 PSI Concrete					
a.	Price for minimum of two yards ordered	300 Yards	X	\$	=	\$
b.	Price if less than two yards ordered	15 Yards	X	\$	=	\$
B	4,000 PSI Concrete					
a	Price for minimum of two yards ordered	300Yards	X	\$	=	\$
b.	Price if less than two yards ordered	15 Yards	X	\$	=	\$
C	5,000 PSI Concrete					
a	Price for minimum of two yards ordered	300Yards	X	\$	=	\$
b.	Price if less than two yards ordered	15 Yards	X	\$	=	\$
Item #	Type of Material	Estimated Quantity		Price Per Occasion		Estimated Total Price
D	After Hour Plant Opening Monday through Friday 5PM to 7AM	25 Occasions	X	\$	=	\$
E	Saturday Plant Opening 7AM to 5 PM	15 Occasions	X	\$	=	\$
F	After Hour Plant Opening Saturdays 5PM to 7AM	7 Occasions	X	\$	=	\$
G	Special Plant Opening Sundays and Holidays	10 Occasions	X	\$	=	\$

**Attachment A - BIDDER'S PRICING SHEET**

Item #	Type of Material	Estimated Increments/ Minutes		Price Per Increment/Minute		Estimated Total Price	
H	Demurrage (Delay Penalties) Normal unloading time shall be five (5) minutes per delivered cubic yard (e.g. 8 cubic yards should take 40 minutes to unload)	500 Increments/ Minutes	X	\$	=	\$	
Item #	Type of Material	Estimated Yards		Price per Yard		Estimated Total Price	
I	Accelguard HE (when required for each cubic yard of cement)	100 Yards	X	\$	=	\$	
J	Winter Concrete (when required for each cubic yard of concrete)	150 Yards	X	\$	=	\$	
K	Retarder (when required for each cubic yard of concrete)	100 Yards	X	\$	=	\$	
L	Fiber Mesh Addictive (when required for each cubic yard of concrete)	100 Yards	X	\$	=	\$	
I.	Total Estimated Year One Price (Add sum of lines A Thru L)						\$

**Attachment A - BIDDER'S PRICING SHEET**

SECOND YEAR						
Item #	Type of Material	Estimated Quantity		Price Per Yard		Estimated Total Price
A	3,000 PSI Concrete					
a.	Price for minimum of two yards ordered	300Yards	X	\$	=	\$
b.	Price if less than two yards ordered	15 Yards	X	\$	=	\$
B	4,000 PSI Concrete					
a	Price for minimum of two yards ordered	300 Yards	X	\$	=	\$
b.	Price if less than two yards ordered	15 Yards	X	\$	=	\$
C	5,000 PSI Concrete					
a	Price for minimum of two yards ordered	300 Yards	X	\$	=	\$
b.	Price if less than two yards ordered	15 Yards	X	\$	=	\$
Item #	Type of Material	Estimated Quantity		Price Per Occasion		Estimated Total Price
D	After Hour Plant Opening Monday through Friday 5PM to 7AM	25 Occasions	X	\$	=	\$
E	Saturday Plant Opening 7AM to 5 PM	15 Occasions	X	\$	=	\$
F	After Hour Plant Opening Saturdays 5PM to 7AM	7 Occasions	X	\$	=	\$
G	Special Plant Opening Sundays and Holidays	10 Occasions	X	\$	=	\$



**Attachment A - BIDDER'S PRICING SHEET**

Item #	Type of Material	Estimated Increments/ Minutes		Price Per Increment/Minute		Estimated Total Price	
H	Demurrage (Delay Penalties) Normal unloading time shall be five (5) minutes per delivered cubic yard (e.g. 8 cubic yards should take 40 minutes to unload)	500 Increments/ Minutes	X	\$	=	\$	
Item #	Type of Material	Estimated Yards		Price per Yard		Estimated Total Price	
I	Accelguard HE (when required for each cubic yard of cement)	100 Yards	X	\$	=	\$	
J	Winter Concrete (when required for each cubic yard of concrete)	100 Yards	X	\$	=	\$	
K	Retarder (when required for each cubic yard of concrete)	100 Yards	X	\$	=	\$	
L	Fiber Mesh Addictive (when required for each cubic yard of concrete)	100 Yards	X	\$	=	\$	
II.	Total Estimated Year Two Price (Add sum of lines A Thru L)						\$

**Attachment A - BIDDER'S PRICING SHEET**

<b>SUMMARY</b>	
<b>TOTAL ESTIMATED YEAR ONE CONTRACT PRICE:</b>	\$
<b>TOTAL ESTIMATED YEAR TWO CONTRACT PRICE:</b>	\$
<b>TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE:</b>	\$
Note: Insert Total Estimated Two (2) Year Contract Price on the bottom of page one of the "Request for Quotation" next to "Total Delivered Price"	

**ATTACHMENT B - REQUIREMENTS CONTRACT**

**Information for Bidders**

**AWARD METHOD**

**1. AWARD TO SINGLE BIDDER:**

It is the intent of the Port Authority of New York and New Jersey (the “Port Authority”) to award an order to one Bidder based on the total estimated delivered price for all items. However, the Port Authority shall have the absolute right to reject any or all bids or to accept any bid in whole or in part and to waive defects in bids.

**2. CORRECTION IN COMPUTATION**

Prices must be quoted in United States Dollars. All figures inserted will be interpreted as being quoted in United States Dollars. Each Bidder shall insure that all information and figures are inserted as required and that all computations have been verified for accuracy. Bidders are advised that the Port Authority may verify only the quotation or quotations that it deems appropriate and may not check each bid for errors in computation. The Port Authority reserves the unqualified right to recalculate any and all extensions set forth by the Bidder. In the event there is a discrepancy between any unit price listed and the "Estimated Two (2) Year Total Price" or the "Total Estimated Two (2) Year Contract Price," the Bidder's unit price, shall prevail.

**3. SPECIFIC BIDDER’S PREREQUISITE**

- a. The Bidder must be owner/operator of the plant(s) supplying materials. In addition, the Bidder’s plant (s) must be located in the State of New York, and within twenty-five (25) miles radius of One World Trade Center, New York, NY.

Bidder must indicate the plant(s) exact:

Locations (s): \_\_\_\_\_

Miles from plant to One World Trade Center: \_\_\_\_\_

**STANDARD TERMS AND CONDITIONS****1. GENERAL AGREEMENT**

The Vendor agrees to furnish and deliver on an "as needed" basis Ready Mix Concrete to the Port Authority, as set forth herein, within the timeframe indicated in paragraph 5 below. The furnishing and delivery shall be at the prices quoted in Attachment A entitled "Bidder's Pricing Sheet", and shall be fixed and firm for the duration of this Contract. The Contract term is **TWO (2) YEARS**. The dollar value of this bid is for evaluation purposes only and there are no guarantees as to the actual amount, if any, that may be ordered. In full consideration for the performance of all duties and obligations hereunder, the Vendor agrees to accept from the Port Authority a compensation consisting of payment for the items or services supplied by the Vendor computed at the bid prices quoted in the Request for Quotation. The "Unit Prices" quoted **shall not** exceed two (2) decimal places.

**2. EXTENSION PERIOD**

The Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days (hereinafter called the "Extension Period") subsequent to the Expiration Date of the Base Term or to the Expiration Date of the final exercised Option Period, subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, the Port Authority will advise the Contractor, in writing that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

**3. SPECIFICATIONS:**

- A. 3,000 PSI Concrete**
- B. 4,000 PSI Concrete**
- C. 5,000 PSI Concrete**

**4. INSURANCE PROCURED BY THE CONTRACTOR**

The Contractor and its subcontractor(s) shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, for the life of the Contract and such Insurance and shall be written on an ISO occurrence form CG 00 01 0413 or its equivalent covering the obligations assumed by the Contractor under this Contract including but not limited to premise-operations, products and 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 any autos in the following minimum limits:

**Commercial General Liability Insurance - \$ 10 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.

**Environmental Liability Insurance:** The Contractor shall procure and maintain in force an Environmental Liability Insurance Policy covering the Contractor's pollution legal liability, including clean up, with limits not less than **\$2 million** per occurrence for bodily injury and property damage tailored to the specific exposures as they relate to the Work of this Contract.

Such policy and any certificate of insurance submitted hereunder in relation to such policy shall (I) be expressly endorsed for each PA Location under this Contract and each transfer location, travel route and material disposition location selected by the Contractor, (II) state that claims disputes and coverage shall be litigated in United States courts having jurisdiction, and not be limited to arbitration, and (III) acknowledge the Contractor's disclosure to the insurance carrier that the material may be considered a hazardous substance/waste under applicable law including, but not limited to, RCRA and/or CERCLA and/or the Toxic Substances Control Act (TSCA). It should be noted that the substances might be considered "hazardous" under CERCLA, but not necessarily "hazardous" under RCRA and that such materials if RCRA "hazardous" would require a manifest and disposal under RCRA at a Subtitle C hazardous waste disposal facility. A copy of this Contract, including all schedules and documents attached hereto, shall be provided to the insurance carrier.

The insurance shall be written on an occurrence basis, as distinguished from a "claims made" basis, and shall not include any exclusions for "action over claims" (insured vs. insured) and minimally arranged to provide and encompass at least the following coverages:

- Contractual Liability to cover liability assumed under the Contract;
- Independent Contractor's Coverage;
- Premise-Operations, Products and Completed Operations Liability Insurance;
- The insurance coverage (including primary, excess and/or umbrella) hereinafter afforded by the Contractor and all subcontractor(s) shall be primary insurance and non-contributory with respect to the additional insureds;
- Excess/umbrella policies shall "follow form" to the underlying policy;
- Excess/umbrella policies shall have a liberalization clause with drop down provision;
- Coverage for explosion, collapse and underground property damage (XCU);
- Deletion of the pollution exclusion;
- To the extent any coverage the Contractor and subcontractor(s) obtains and/or maintains under this Contract contains "Other Insurance" language or provisions, such language or provisions shall not be applicable to the additional insureds or to any insurance coverage maintained by the additional insureds;
- All insurance policies shall include a waiver of subrogation, as allowed by law, in favor of the additional insureds;
- Defense costs must be outside of policy limits. Eroding limits policies are not permitted;
- In the event the Contractor and/or its subcontractors obtains and/or maintains insurance in an amount greater than the minimum limits required under this Contract, then the

full limits of that insurance coverage will be available to respond to any claim asserted against the additional insureds that arises out of or is in any way connected with this Contract;

- Additional insureds coverage shall not be restricted to vicarious liability unless required by controlling law.

In addition, the liability policy (ies) shall be written on a form at least as broad as ISO Form CG 20 10 10 01 (for ongoing operations work) together with ISO Form CG 20 37 10 01 (for completed operations work) or their equivalent and endorsed to and name **The Port Authority of New York and New Jersey and its related entities, their Commissioners, Directors, Superintendents, officers, partners, employees, agents, their affiliates, successors or assigns, Macklowe Management, LLC , C/O William Macklowe Company, 156 WILLIAM STREET OWNER LLC, 156 WILLIAM STREET CONDOMINIUM, BOARD OF MANAGERS , BLUE SCHOOL REAL ESTATE LLC, WILLIAM MACKLOWE COMPANY, WMC PLATFORM I LP LLC, MANUFACTURERS AND TRADERS TRUST COMPANY, LASALLE INVESTMENT, MANAGEMENT INC., AS THEIR INTEREST MAY APPEAR, AND ALL THEIR PARTNERS, OFFICERS, SHAREHOLDERS, DIRECTORS, AND EMPLOYEES, RESPECTIVE HEIRS, AGENTS, SUCCESSORS, ASSIGNEES, AND ANY OWNED, CONTROLLED, AFFILIATED SUBSIDIARY COMPANY OR CORPORATION NOW EXISTING, HEREAFTER CONSTITUTED, AS THEIR INTEREST MAY APPEAR, INCLUDING ANY MORTGAGEES, OFFICERS, DIRECTORS, AGENTS, TRUSTEES OR OTHER DESIGNATED PARTIES REQUIRED BY WRITTEN AGREEMENT, Credit Suisse (USA), Trinity Center LLC , Craven Management Corp, NW 100 Broadway Property Owner, LLC, Braun Management inc., Daror Associates LLC, Abacus Federal Savings Bank, 260 Twelfth Avenue, LLV c/o 12th Avenue Holdings, 604 West 30th Street LLC c/o George town Company, LLC , 156 William Street Owner LLC, 80 Pine LLC , Advance Realty Group, Gateway Center Associates , Tahl Prop Equities , Hoboken Associates LP, JSR Realty Co. , Trends Urban Renewal, LTD , JHR Realty CO , The City of New York, AFCO AvPorts Management LLC, The New York State Department of Transportation , Silverstein Properties Inc, Silverstein 2/3/4 WTC Redevelopment LLC, WTC Redevelopment LLC, World Trade Center Properties LLC, 4 World Trade Center LLC, Lessees Association of the World Trade Center, WTC Management and Development LLC, Silverstein WTC Mgmt. Co. LLC, Silverstein WTC Mgmt. Co. 11 LLC, Silverstein WTC Properties LLC, Silverstein WTC Management and Development LLC, Silverstein WTC LLC, WTC Investors LLC, 4 WTC Holdings LLC, WTC Investors Management and Development LLC, World Trade Center Holdco LLC and 4 WTC Mezz LLC as Additional Insured (as defined in the policy or in an additional insured endorsement amending the policy’s “Who is An Insured” language as the particular policy may provide). The “Insured” shall be afforded coverage and defense as broad as if they are the first named insured and regardless of whether they are otherwise identified as additional insureds under the liability policies, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Such additional insureds status shall be provided regardless of privity of contract between the parties. The liability policy (ies) and certificates of insurance shall contain separation of insured and severability of interests clauses for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of**

the insureds shall not reduce or void coverage to the other insureds. The Contractor is responsible for all deductibles or losses not covered by commercially procured insurance. Any portion of the coverage to be provided under a Self-Insured Retention (SIR) of the Contractor is subject to the review and approval of the General Manager, Risk Finance. Furthermore, any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

If any of the Work is to be done on or at Port Authority facilities by subcontractors and, if the Contractor requires its subcontractors to procure and maintain such insurance in the name of the Contractor, then such insurance as is required herein shall include and cover the additional insureds and it must have insurance limits not lower than those set forth by the Port Authority herein, along with all the insurance requirements in this section known as “Insurance Procured by the Contractor”.

All insurance coverage shall be provided by the Contractor and/or by or for any of its subcontractors at no additional expense to the Port Authority and its related entities. A copy of this section titled “Insurance Procured by the Contractor” shall be given to your insurance agent and subcontractors and shall form a part of the covered contract or subcontract for insurance purposes in furtherance of the insurance requirements under this Contract.

Further, it is the Contractor’s responsibility to maintain, enforce and ensure that the type of coverages and all limits maintained by it and any of all subcontractors are accurate, adequate and in compliance with the Port Authority requirements; and the Contractor is to retain a copy of its subcontractors’ certificates of insurance. All certificates of insurance shall be turned over to the Port Authority prior to the start of work, including subcontractors’ work, and upon completion of the Contract.

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

***The Contractor, its subcontractors, and its insurers 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 and its subcontractor(s) 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 per each accident.

Each policy above shall contain an endorsement that the policy may not be canceled, terminated, or modified without thirty (30) days’ prior written notice to the Port Authority Att: Facility Contract Administrator, at the location where the work will take place with a copy to the General Manager, Risk Finance.

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

Within five (5) days after the award of this Contract and prior to the start of work, the Contractor must submit an original certificate of insurance to the Port Authority Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ices), including, but not limited to, the cancellation notice endorsement and stating the contract number prior to the start of work. The Contractor is also responsible for maintaining and conforming to all insurance requirements from the additional insureds and their successors or assigns. The General Manager, Risk Finance 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 Finance, 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 the Contractor and all subcontractors shall suspend performance of the Contract at the premises until a satisfactory insurance policy (ices) and certificate of insurance is provided to and approved by Risk Finance, unless the Facility or Project Manager directs the Contractor, in writing, to continue to performing work under the Contract. If the Contract is so suspended, no extension of time shall be due on account thereof.

Renewal certificates of insurance or policies shall be delivered to the Port Authority Facility Contractor Administrator, and upon request from the additional insureds, their successors or assigns 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 and provide same to the Port Authority.

Failure by the Contractor to meet any of the insurance requirements, including the requirement that the Port Authority be afforded the full extent of the insurance obtained under this Contract without limitation, shall be deemed a material breach of contract and may be a basis for termination of this Contract by the Port Authority.

The requirements for insurance procured by the Contractor and subcontractor(s) 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 Port Authority as to the adequacy of the insurance necessary to protect the Contractor against the obligations imposed on it by law or by this or any other contract. **CITS# 5338**



**5. DELIVERY**

Minimum order per delivery is two (2) yards. Deliveries shall be made within twenty-four (24) hours notification by Facility Representative. All materials are subject to inspection and Port Authority approval. Delivery shall be mixed on site. There shall be no “split-loads”. The Port Authority designated paving mechanic at the worksite shall determine the consistency of the mixture.

Delivery shall be, FOB delivered. All deliveries shall be made during the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless requested by the Facility Manager to deliver after-hours, Saturday, Sunday or Holiday. The Vendor MUST follow instructions for the proper method of making deliveries. Failure to do so may result in delayed payments.

- A. All deliveries must be accompanied by an original delivery ticket which, shall always contain:
  - 1. The Port Authority Purchase Order.
  - 2. A description of each item.
  - 3. The quantity shipped of each item.
  - 4. The Vendor's delivery ticket/invoice number.
  
- B. All delivery tickets must be signed by the Facility Representative. The Port Authority will not pay any invoices with unsigned delivery tickets.

**6. DELIVERY LOCATION**

The Port Authority of New York and New Jersey	
Bayonne Bridge (New York side only)	Lincoln Tunnel (New York side only)
George Washington Bridge (New York side only)	Outerbridge Crossing (New York side only)
Goethals Bridge (New York side only)	George Washington Bridge Bus Terminal 4211 Broadway, New York, NY, 10033
Holland Tunnel (New York side only)	Port Authority Bus Terminal 625 8th Ave, New York, NY 10018
John F. Kennedy International Airport	World Trade Center
La Guardia Airport	

**7. LEGAL HOLIDAYS**

Except where otherwise specified, all of the following holidays will be observed at the Facility. Where specified, these holidays shall mean and include:

- |                                  |                                |
|----------------------------------|--------------------------------|
| New Year’s Day                   | Labor Day                      |
| Martin Luther King, Jr. Birthday | Columbus Day                   |
| Lincoln’s Birthday               | Veterans Day                   |
| President’s Day                  | Thanksgiving Day               |
| Memorial Day                     | The day after Thanksgiving Day |
| Independence Day                 | Christmas Day                  |

**8. MATERIAL SAFETY DATA SHEETS**

When required by Federal, State or Local law, a Material Safety Data Sheet must be included with all deliveries.

**9. UNION JURISDICTION**

The Vendor is advised to ascertain whether any union now represented or not represented at the facility will claim jurisdiction over any aspect of the operation to be performed hereunder including delivery.

**10. BILLING**

An invoice with a unique invoice number must be issued for all deliveries. The vendor must attach backup delivery receipts with Purchase Order number.

Mail all invoices to:

The Port Authority of New York and New Jersey  
 Port Authority Technical Center  
 241 Erie Street, Room 301  
 Jersey City, NJ 07310  
 Attn: Facility Representative – Richard Peck

**11. NON-PERFORMANCE OF VENDORS DUTIES RELETTING CHARGES**

If the Vendor fails to perform in accordance with the terms of this Contract, the Port Authority may obtain the goods or services from another Vendor and charge the seller the difference in price, if any, plus a re-letting cost of \$100, plus any other damages to the Port Authority.

**12. TERMINATION**

The Port Authority may terminate this Contract with cause at any time and without cause within five (5) business days' written notice to the vendor and in such an event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such date was the original expiration date. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions of this agreement already performed but no allowance shall be made for anticipated profits. The Vendor shall complete delivery of all items ordered before receipt of the notice of termination.

**13. CONFLICT OF TERMS AND CONDITIONS**

In the event of any conflict between these "requirement contract terms and conditions" and the terms and conditions on the "Request for Quotation" form, these standard terms and conditions shall prevail.

**14. PURCHASE BY OTHER GOVERNMENT AGENCIES**

Upon such request, vendors who are awarded contracts are encouraged to extend the pricing and terms and conditions of these contracts under separate agreement to other government and quasi-governmental entities.

**ATTACHMENT I -A - Certified Environmentally Preferable Products/Practices**

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

In line with the Port Authority of New York and New Jersey’s (The “Port Authority”) efforts to promote products and practices which reduce the Port Authority’s 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

**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

**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 is requested to 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, Smart Wood, etc.

If yes, Bidders are requested to attach copies of the certificates obtained.

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

Name \_\_\_\_\_ Date \_\_\_\_\_