# THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT**
**2 MONTGOMERY STREET, 3RD FL.**
**JERSEY CITY, NJ 07302**

3/27/2013

ADDENDUM # 1

To prospective Bidder(s) on Bid # 32687 Supply and distribute Bottled Water at John F. Kennedy International Airport for the Summer Season

☐ Due back on 4/4/2013, no later than 11:00AM

## I. CHANGES/MODIFICATIONS

**FOR INFORMATION PURPOSES ONLY, ATTACHED IS THE PRICING FROM THE MOST RECENT PURCHASECONTRACT.**

The Port Authority of New York and New Jersey does not guarantee the relevancy of the pricing material as it may pertain to proposals solicited for other contracts. Vendors are cautioned that the use of this information, to determine future bid prices, or for any other purpose, shall be used at the vendor's own risk. Bid prices should be based on the company's costs, overhead and profit. The goods and/or services requested under the current contract, and for which the current pricing is being provided, may be based on a different specification and/or different quantity or delivery requirements than those in the instant or future solicitations.

This communication should be initialed by you and annexed to your Bid upon submission.

In case any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
COMMODITIES AND SERVICES DIVISION

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO SHANTA NELSON, WHO CAN BE REACHED AT (201) 395-3480 or at snelson@panynj.gov.

PS11All

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice to your Specific Contract Administrator.*



PO Number/Date
4500063242 / 05/04/2012
Ref: Contract 4600009077

**THE PORT AUTHORITY** OF NY & NJ
2 Montgomery Street, 3rd Floor, Jersey City NJ 07302

# PURCHASE ORDER

Vendor No. 408932
STAR MOUNTAIN COFFEE INC.
JFK AIRPORT, BLDG 141
JAMAICA NY 11430
Telephone# 718-553-6787
Fax# 718-553-5244

Our fax number
201-395-3425
Deliver to Address:
John F Kennedy International Airpor
Building No. 14, 2nd Floor
Jamaica NY 11430
Deliver to this address unless a different address is shown below.

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount wil be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payt. terms: Net 30 Days

| Quantity | Description | Unit Price | Total |
|---|---|---|---|
| | Bottled Water - Four (4) Month Requirements Contract - JFK International Airport. Price is in reference to RFQ #6000105974 dated 4/16/12.<br><br>This is a requirements contract for JFK customer initiative program to commence on May 25, 2012 to September 16, 2012.<br><br>Vendor shall provide distribution of chilled (half frozen) bottled water to our patrons at JFK International Airport waiting for yellow medallion taxis at the UTB taxi stands during extreme heat and humidity levels and/or during long delays. Heat index of 85 degrees or higher at the facility. Must have safety seals on each bottle.<br><br>Bottled water MUST be delivered to designated locations within one (1) hour of the initial request or at a time specified by Port Authority Staff. Water MUST be half-frozen upon delivery (delivery by refrigerated truck is preferable.)<br><br>BOTTLE SIZE<br>Size of water bottles - 8 oz/24 bottles per case. Water to be delivered chilled (half frozen). Must have safety seals on each bottle. | | |

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

**For Director,**
**Procurement Department**

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice to your Specific Contract Administrator.*

**THE PORT AUTHORITY** OF NY & NJ

2 Montgomery Street, 3rd Floor, Jersey City NJ 07302



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Vendor No. 408932
STAR MOUNTAIN COFFEE INC.
JAMAICA NY 11430

PO Number/Date
4500063242 / 05/04/2012

| Quantity | Description | Unit Price | Total |
|---|---|---|---|
| | DELIVERY INFORMATION:<br>Water to be delivered to nine (9) sites in the CTA (Central Terminal Area) from Terminal 1 through Terminal 8 or to other areas as designated by the Manager within one (1) hour of the initial request. Terminal 3 has (2) two areas know as Upper and Lower. Vendor shall supply truck and manpower to make each delivery. Estimated total of 27 cases (1-3 cases to each location) to be made for each delivery. Delivery time is between 7:00 am- 7:00 pm.<br><br>One (1) hour notice for times Monday - Friday and two (2) hours notice for holidays and weekends. Prices include all delivery charges. No additional charges, other than the price per case quoted, will be paid by the Port Authority.<br><br>The quantities shown are estimated. 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 Contractor agrees to accept from the Port Authority a compensation consisting of payment for the items or services supplied by the Contract computed at the prices quotes in the Request for Quotation.<br><br>TERMINATION:<br>In addition to any right of termination under this Agreement, the Contract may be terminated by the Port Authority with cause at any time during the term or extended term of this Contract or without cause upon five (5) days written notice to the Contractor. Termination shall be by certified mail.<br><br>BOTTLED WATER PROGRAM (5/25/12-9/16/12)<br><br>Supply and deliver the below as indicated: | | |

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**For Director,**
**Procurement Department**

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Vendor No. 408932
STAR MOUNTAIN COFFEE INC.
JAMAICA NY 11430

PO Number/Date
4500063242 / 05/04/2012

| Quantity | Description | Unit Price | Total |
|---|---|---|---|
| | 3,096 cases x $10.00 per case = $30,960.00<br>(Poland Spring Brand Water)<br><br>PRICES INCLUDE DELIVERY AS INDICATED.<br><br>The item covers the following services:<br>Bottled Water Program | | 30,960.00 |
| | Freight Terms FOB Delivery Point,Freight Incl.<br>Contact person/Telephone<br>Shanta Nelson/201-395-3480 | | |
| | **Total Delivered Price In USD** | | **30,960.00** |

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-7300795K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

# TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Director of Procurement of the Port Authority (PA), or her designee.

2. Unless otherwise provided, complete shipment of all items must be in one delivery, FOB delivery point, freight included. 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. Standard PA payment terms are net 30 days, unless otherwise stated.

4. Sales to the PA and to Port Authority Trans-Hudson (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 sales taxes included in the prices shown hereon.

5. 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.

6. If the vendor 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, plus a reletting cost of $100, plus any other damages to the PA.

7. The vendor may subcontract the services including using 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.

8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.

9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.

10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302.

11. The 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 to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the 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.