THE PORT AUTHORITY OF NY & NJ

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

3/27/2013

ADDENDUM # 3

To prospective Bidder(s) on Bid # 32527 for Supply and Deliver Natural Loam Soil to John F. Kennedy International Airport and LaGuardia Airport - Two-Year Requirements Contract

Due back on 4/3/2013, no later than 11:00AM

CHANGES/MODIFICATIONS

The following changes/modifications are hereby made to the solicitation documents:

1) The title has been changed to the following: Supply and Deliver Natural Loam Soil to John F. Kennedy International Airport and LaGuardia Airport - Two-Year Requirements Contract

2) See attached revised RFQ dated 3/27/2013.

3) See attached revised document entitled "Requirements Contract" dated 3/27/2013.

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
CONTINUATION OF DIVISION NAME

PS11All

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO LUZ SANTANA, WHO CAN BE REACHED AT (201) 395-3449 or at lsantana@panynj.gov.

THE PORT AUTHORITY OF NY & NJ

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

Date 03/27/2013

REQUEST FOR QUOTATION

Collective# / RFQ Number / Bid Due Date
0000032527 / 6000 / 04/03/2013
Bids must be received no later than 11:00 AM on the above Bid Due Date.

Deliver Goods/Services To:
John F Kennedy International Airpor
Building No. 14 - Stockroom
Jamaica NY 11430

Contact person/Telephone
Luz Santana/201-395-3449

Quantity	Description	Unit Price	Total
	Supply and Deliver Natural Loam Soil on an as needed basis to John F. Kennedy International Airport (JFK) and LaGuardia Airport (LGA) for a two year period. The estimated quantity for JFK is 1,000 yards and LGA is 1,000 yards of Natural Loam Soil. Contract to commence on or about July 23, 2013. Vendor may be required to provide samples and or specifications for review and approval prior to award of contract. See attached document entitled "Requirements Contract" (6 pages) which applies to this RFQ and it will become part of contract. FACILITY REPRESENTATIVES : JFK - DEAN POVEROMO (718) 244-3622 LGA - BRIAN STAMM (718) 533-3585 ****QUOTE ONLY FULLY DELIVERED PRICES**** 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_____.		
	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

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_____

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

REQUEST FOR QUOTATION

RFQ Number / Bid Due Date
6000 / 04/03/2013

Quantity	Description	Unit Price	Total
	SCREENED LOAM SOIL - JFK **The item covers the following services:**		
1,000	SCREENED LOAM SOIL - JFK		
	SCREENED LOAM SOIL - LGA **The item covers the following services:**		
1,000	SCREENED LOAM SOIL - LGA		
	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

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_____

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

REQUEST FOR QUOTATION

RFQ Number / Bid Due Date
6000 / 04/03/2013

Quantity	Description	Unit Price	Total
	This is a Formal Bid Invitation Mail Sealed Bids to: The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department 2 Montgomery Street, 3rd Floor Jersey City, NJ 07302 by the date and time listed above, where it will be publicly opened and read. 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. 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. A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.		
	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

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 _____

PA280/9-03

TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsiblity, 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 (201) 395-3405 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.

REQUIREMENT CONTRACT
Information for Bidders

1. AWARD METHOD - 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

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(s) 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 Total Price" or the "Total Estimated Contract Price," the Bidder's unit price, shall prevail.

3. ACCEPTABLE PRODUCTS

Screened Loam Soil shall be subject to inspection prior to award. All samples shall become the property of the Port Authority upon submittal, and all samples submitted to the Port Authority for evaluation shall be delivered within seven (7) days of request. Failure by the Bidder to deliver samples within the required time-frame may result in the rejection of the bid. All samples submitted by the Bidder, will be evaluated by the Port Authority, and the Port Authority will make the final determination as to whether or not the sample product is acceptable. If samples are requested, they shall be sent separately from the Bid. The package containing samples should clearly indicate the following: 1) the Bidder's name and address, 2) the Quotation number, 3) the Bid due date. Additionally, each item must be tagged with the Bidder's name and address. Samples of proposed products are to be sent to: The Port Authority of New York and New Jersey, Chief of Materials Engineering, Materials Engineering Unit, Port Authority Technical Center, 241 Erie Street, Jersey City, NJ 07310-1397. The Bidder shall bear all costs of evaluation, if any.

4. PREREQUISITES

The bidder must submit proof that it satisfies the following prerequisites at the time it submits its bid:

A. The bidder shall have at least two (2) years of experience prior to the date of submission of its bid in a business involved in supplying and delivering Screened Loam Soil in bulk.

B. During the time period stated in (A) above, the bidder shall demonstrate satisfactory performance of a least one (1) contract of similar services of similar scope to those required under this Contract.

STANDARD TERMS AND CONDITIONS

1. GENERAL AGREEMENT

The Vendor agrees to furnish and deliver on an "as needed" basis Screened Loam Soil to the Port Authority, John F. Kennedy International Airport and LaGuardia Airport as set forth herein, the Authority's requirements for the items set forth in the "Request for Quotation" form, within the calendar days indicated in paragraph 5 below. The furnishing and delivery shall be at the prices quoted in the Request for Quotation, and shall be fixed and firm for the duration of this contract. The contract term is **TWO (2)-YEARS**. The dollar value of this requisition 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 subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension 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

Screened Loam Soil

This Contract is for the provision of fertile, friable, screened loam soil, free of subsoil, supplier-certified as having been obtained from an area that has never been treated with herbicide and conforming to the following requirements:

1. Screened loam soil shall be of uniform quality, free from hard clods, stiff clay, hard pan, sods, partially disintegrated stone, lime, cement, ashes, slag, concrete, tar residues, tarred paper, boards, chips, sticks, glass or any other undesirable material.
2. Screened loam soil shall contain a minimum of 5 percent organic matter and a maximum of 8 percent organic matter as determined by loss of ignition of moisture-free samples.
3. The pH range of the screened loam soil shall be 5.0 to 7.0.
4. The range of soluble sals in the soil shall be equal to or less than 500 micromhos per centimeter.

5. Screened loam soil shall be graded as follows:

PASSING	RETAINED	PERCENTAGE
1" screen		100%
1" screen	2 mm (No. 10) Sieve	Not more than 40%*

* The portioned retained shall be no longer than 3/8" in size and composed of homogeneous clods and/or stones.

6. The portion of screened loam soil passing the 2 mm sieve, based on the mechanical analysis of the soil as determined by the Bouyoucous Hydrometer method, shall consist of the following, based on dry (air-dried only) weight of sample:
   a. Sand 40% - 60%, inclusive;
   b. Silt 30% - 40 %, inclusive;
   c. Clay 10% - 30%, inclusive.
7. Soil Testing Procedures shall be as per "Recommended Soil Testing Procedures For The Northeastern United States," Current Edition, Northeastern Regional Publication No. 493 as provided by the Agricultural Experiment Stations of Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont and West Virginia.

If the Screened Loam Soil fails to meet the above specifications during the term of the Contract, it shall be rejected and replaced by vendor with acceptable screened loam soil within twenty four (24) hours at no additional cost.

4. INSURANCE

Insurance Procured By The Contractor

CITS # 4232N

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

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

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

In addition, the liability policy (ies) shall name The Port Authority of New York and New Jersey and Port Authority Trans Hudson Corporation (PATH) as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance

shall contain separation of insured condition and severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

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

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

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

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 Port Authority, Risk Manager, Risk Management can consider such cost as an out-of-pocket expense.

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

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

Renewal certificates or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least

fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements is not a representation by the Port Authority and or PATH 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 # 4232N]

5. DELIVERY

Minimum delivery shall be twenty (20) yards, within one (1) day notification by facility representative. Delivery shall be FOB. All deliveries shall be made between the hours of 7:00 a.m. and 2:00 p.m. excluding Holidays as defined below. The Vendor MUST follow the instructions below 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 packing slip 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 packing slip/invoice number.

B. Unless otherwise provided, complete shipment of all items must be in one (1) delivery.

6. DELIVERY LOCATIONS AND RESTRICTIONS

All shipments must be 'Tail Gate Delivery.'

John F. Kennedy International Airport
Building 14
Jamaica, NY 11430

LaGuardia Airport
Building 2B, Hanger 7
Jackson Heights, NY 11371

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
Presidents Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving Day
Independence Day	Christmas

8. 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. For JFK deliveries, mail invoices to: The Port Authority of New York and New Jersey, John F. Kennedy International Airport, Building 14, Jamaica, NY 11430, Attn: Dean Poveromo. For LGA deliveries, mail invoices to: The Port Authority of New York and New Jersey, LaGuardia Airport, Hangar 7 South, Flushing, NY, 11371, Attn. Brian Stamm.

9. 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 reletting cost of one hundred dollars ($100), plus any other damages to the Port Authority.

10. TERMINATION

The Port Authority may terminate this Contract without cause at any time upon five (5) 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.

11. 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 "Requirement Contract Terms and Conditions" shall prevail.

12. PURCHASE BY OTHER GOVERNMENT AGENCIES

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