



REQUEST FOR QUOTATION

<p>Contact person/Telephone Dinesh Chheda/212-435-4626</p>	<p>Collective# / / Bid Due Date 0000042268 / / 05/15/2015 Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To: Port Authority Technical Center 241 Erie Street - Room 105 Jersey City NJ 07310</p>
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Quantity	Description	Unit Price	Total
	<p>Supply and Deliver Ultra Low Sulfur Diesel Dyed Fuel to various Port Authority New York & New Jersey facilities.</p> <p>This is a Two-Year Requirements Contract to commence on or about 8/1/2015 - 7/31/2017.</p> <p>SEE ATTACHED FUEL CONTRACT PRICE SHEET and "INSURANCE PROCURED BY THE CONTRACTOR" CITS #4773</p> <p>For New York facilities, price is to be based on the average of prices in the Oil Price Daily (OPIS), formerly the Journal Of Commerce, Albany, NY Rack Prices posting on the day when the order is actually placed plus constant differential charge for New York deliveries</p> <p>For New Jersey facilities, price is to be based on the average of prices in the Oil Price Daily (OPIS), formerly the Journal Of Commerce, Newark, NJ Rack Prices posting on the day when the order is actually placed plus constant differential charge for New Jersey deliveries.</p> <p>Vendor must supply a copy of Oil Price Daily (OPIS) with invoice. The Port Authority is tax exempt, including excise tax.</p> <p>Fuel must be winterized in the months of November through</p>		
	PLEASE QUOTE FULLY DELIVERED PRICES		
	PAYMENT TERMS		
		Total Delivered Price	

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

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

Signed _____
 Firm Name _____
 Telephone number _____ Date _____
 Fax Number _____
 Federal Taxpayer ID _____

Bidder
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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.

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 Firm Name _____



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	<p>March. Delivery minimums shall be in 100-gallon increments, Monday through Saturday. The Contractor shall make all deliveries within 24 hours of receiving a notification by the PA's Maintenance Manager or their authorized representative for a fuel delivery.</p> <p>This is not to be considered an order for delivery, but merely, upon issuance, vendor shall be bound to honor requests from the facilities for the materials shown for the term of the contract.</p> <p>Total estimated usage is 15,000 gallons per year. The Port Authority makes no firm representation what quantity, if any, may actually be called for.</p> <p>Fuel shall be dispensed directly into various pieces of Port Authority equipment in the care, custody and control of the Port Authority. This product is for the exclusive use of the Port Authority and not for personal use.</p> <p>Contractor shall have all necessary adaptors to couple to fuel tanks. All fuel spills must be cleaned by the Vendor at no cost to Port Authority.</p> <p>The Port Authority may cancel the contract upon ten (10) days written notice to the Contractor at no cost or penalty to the Port Authority.</p>				
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	<p>If the seller fails to deliver in accordance with the terms of this agreement, the Port Authority may obtain the goods or services from another contractor and charge the seller the difference in price if any, and a re-letting cost of \$ 100.00.</p> <p>The Constant Upcharge is the mark-up per gallon. It must be a firm dollar amount during the term of the contract and may include up to four 4) decimal places.</p> <p>Any and all Cost associated with the bidders responsibility to deliver fuel to each location shall be included in the Constant Upcharge.</p> <p>The price sheet is split into two categories: Deliveries to locations on the New Jersey side of the facilities and delivery to the New York side of the facilities. The Port Authority reserves the right to award each category to a different vendor if it is in the best interest of the Port Authority.</p> <p>Prices quoted shall be net per gallon, F.O.B. agency storage tanks, including all applicable customs, duties, taxes, including lurt, license fees and surcharges, and as designated by Port Authority authorized user.</p> <p>Bid prices shall be firm except that price revisions will be permitted in accordance with the following procedure: Revisions to the original Contract price shall be based on the</p>				
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	<p>average of prices in the OPIS Oil Price Daily for Diesel, under the heading, "Daily Petroleum Prices", Rack prices only, which are designated for ultra low sulfur Diesel Dyed postings selected.</p> <p>The simple average of the high and low prices shown in the OPIS Oil Price Daily postings will be used to compute price revisions during the Contract period.</p> <p>This is a Formal Bid Invitation Mail Sealed Bids to:</p> <p>The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department 4 World Trade center 2150 Greenwich Street, 21st Floor New York, NY 10007</p> <p>by the date and time listed above, where it will be publicly opened and read.</p> <p>Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8 A.M. & 5 P.M., via regular mail, express delivery service or hand delivery.</p> <p>If you do not use or have an envelope provided, you must</p>				
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Quantity	Description	Unit Price		Total	
	<p>clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document.</p> <p>A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.</p> <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>NOTE: PRICE PREFERENCE SHALL BE CALCUALATED ONLY ON THE PRICE DIFFERENTIAL PER GALLON (B) AMOUNT AND NOT ON THE ESTIMATED GRAND TOTAL AMOUNT (NJ+NY).</p>				
1.00	<p>Delivery of #2 ULS Diesel Dyed Fuel</p> <p>The item covers the following services: ULS Diesel Dyed - 2Yr - 8/1/15 - 7/31/17</p>				
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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 seiler'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.

Insurance Procured by the Contractor

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 - \$ 5 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 its related entities, their commissioners, directors, officers, partners, employees and agents, Mort Silver, Trinity Center LLC, Craven Management Corp., NW 100 Broadway Property Owner, LLC, Abacus Federal Savings Bank, 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, AFCO AvPorts Management LLC The City of New York & The New York State department of Transportation, 4 World Trade Center LLC, World Trade Center Properties LLC, 4 WTC Holdings LLC, Silverstein Properties, Inc., Larry A. Silverstein, World Trade Center Hold Co. Ltd and 4 WTC Mezz LLC., and their successors or assigns and all subsidiaries and affiliated companies shall be as additional insured's", 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 interest's clause 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. All excess and umbrella policies shall 'follow form' by conforming to the underlying policies. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

These insurance requirements shall be in effect for the duration of the contract to include any maintenance/warranty/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.

Also, the insurance policies and their certificate of insurance must contain the following waiver of subrogation in favor of all the additional insured entities stipulated in this document:

To the extent permitted by law, Contractor and their subcontractors hereby waives all rights of subrogation against all additional insureds listed above and their affiliates, subsidiaries, officers, employees and agents, for any and all liability, including but not limited to, actions or claims resulting from personal injury, property damage, or loss of any kind, sustained by the Contractor and its subcontractors during the performance of work or services under the Agreement.

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 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, and to the additional insured at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), including but not limited to the cancellation notice endorsement and stating the agreement/contract number prior to the start of work. The General Manager, Risk Management and the additional insured 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 and to the additional insured at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management and the additional insured 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 or to the additional insured, 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 #4773**

SEMAC FUEL CONTRACT PRICE SHEET

No.	Item	Location	Est. Average of posted Rack Prices per Gallon (A)	Price Differential per Gallon (B)	Net Deliverable Price per Gallon (C = A+B)	Quantity (D)	Total Delivered Price (C x D)
1	Bayonne Bridge	Bayonne, NJ	\$2.25			2,250	
2	Outerbridge Crossing	Perth Amboy, NJ	\$2.25			2,250	
3	Goethals Bridge	Elizabeth, NJ	\$2.25			2,250	
4	George Washington Bridge	Fort Lee, NJ	\$2.25			2,250	
5	Lincoln Tunnel	Weehawken, NJ	\$2.25			2,250	
6	Newark Liberty Airport	Newark, NJ	\$2.25			2,250	
TOTAL DELIVERED, NEW JERSEY (sum of lines 1-6) =							
7	Bayonne Bridge	Staten Island, NY	\$2.25			2,250	
8	Outerbridge Crossing	Staten Island, NY	\$2.25			2,250	
9	Goethals Bridge	Staten Island, NY	\$2.25			2,250	
10	George Washington Bridge	New York, NY	\$2.25			2,250	
11	Lincoln Tunnel	New York, NY	\$2.25			2,250	
12	Kennedy Airport	New York, NY	\$2.25			2,250	
13	LaGuardia Airport	New York, NY	\$2.25			2,250	
TOTAL DELIVERED, NEW YORK (SUM OF LINES 7-13) =							
ESTIMATED GRAND TOTAL (NJ + NY) =							

- a) Any and all costs plus profit associated with the supply and delivery of the fuel to each location shall be included in the price differential
- b) Price differential is the mark-up per gallon. Price differential must be a firm dollar amount during the term of the Contract and may include up to four (4) decimal places
- c) The pricing sheet is for two categories: Delivery to locations on the New Jersey (NJ) side of the facilities listed and delivery to the New York side of the facilities listed. Bidders should note that 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 both categories. 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.
- d) Bid prices shall be firm except that price revisions will be permitted in accordance with the following procedure: Revisions to the original Contract price shall be based on the average of prices in the OPIS Oil Price Daily for Diesel, under the heading, Daily Petroleum Prices, Rack prices only, which are designated for ultra low sulfur Diesel Dyed posting for Albany, NY (New York facilities) and Newark, NJ (New Jersey facilities).