



### CHANGE TO REQUEST FOR QUOTATION

<p><b>Contact person/Telephone</b> Lesley Brown/212-435-4648</p>	<p><b>Collective# / RFQ Number / Bid Due Date</b> 0000042556 / / 06/03/2015 Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p><b>Deliver Goods/Services To:</b> John F Kennedy International Airpor Building No. 14, 2nd Floor Jamaica NY 11430</p>
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Quantity	Description	Unit Price	Total
	<p>Bottled Water Requirements Contract - JFK International Airport.</p> <p>This is a requirement Contract for the JFK Customer Initiative Program Program to commence on June 04, 2015 to September 13, 2015.</p> <p>Contractor shall provide distribution of chilled (half frozen) bottled water to our patrons at JFK International Airport waiting for yellow medallion taxis at the Unit Terminal Building (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.</p> <p>Bottled water Must be delivered to designated locations within one (1) hour of the initial request or at a time specified by Port Authority Supervisor. Water Must be half-frozen upon delivery (delivery by refrigerated truck is preferable.)</p> <p><b>BOTTLE SIZE:</b> Size of water bottles-8 oz/24 bottles per case. Water to be delivered chilled (half frozen). Must hae safety seals on each bottle.</p> <p><b>DELIVERY INFORMATION:</b> Water to be delivered to nine (9) sites in the Central Terminal Area (CTA) from Terminal 1 through Terminal 8 and the Federal circle bus dispatch or to other areas as designated by the Port Authority supervisor</p>		
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>		<b>Total Delivered Price</b>

**PAYMENT TERMS**

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



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Quantity	Description	Unit Price		Total	
	<p>within one (1) of the initial request. Terminal three (3) has two (2) areas known as Upper and Lower. Contractor shall supply truck and manpower to make each delivery. Estimated total of 21 cases (1-3 cases to each location) to be made for each delivery. Deleivery times are usually between 3:00PM and 6:00PM.</p> <p>One (1) hour notice for times Monday-Friday and two (2) hours notice for Holidays and weekends. Prices Must include all delivery charges. No additional charges, other than the price per case quoted, will be paid by the Port Authority.</p> <p>TERMINATION: 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 extened term of this Contract or without cause upon five (5) days written notice to the Contractor. Termination shall be certified mail.</p> <p>M/W/SBE 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 \$1,500,000. My firm was certified as a _____ on _____.</p> <p>PLEASE READ THE FOLLOWING DELIVERY REQUIREMENTS CAREFULLY.</p>				
	<p><b>PLEASE QUOTE FULLY DELIVERED PRICES</b></p>	<p><b>PAYMENT TERMS</b></p>		<p><b>Total Delivered Price</b></p>	

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	<p>Proposal submissions will be received at: The Port Authority of NY &amp; NJ Attention: Proposal Custodian Procurement Department 4 World Trade Center 150 Greenwich Street, 21st Floor New York, NY 10007</p> <p>Bidders assume all responsibility for delays or problems in delivery. At this address, proposals will only be accepted via the United States Service, UPS or hand delivery. Clearly mark the solicitation number on the outermost package.</p> <p>Price Sheet: Supply and Deliver on an as needed basis the below as indicated:</p> <p>*3,096 cases x \$ _____ per case = \$ _____</p> <p>NOTE: PLEASE QUOTE FULLY DELIVERED PRICES PER CASE.</p> <p>*The quantities shown are for evaluation purposes only. 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 consumed by the Contract computed at the prices quoted in the Request for Quotation. *** Text changed ***</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 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.