

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT

4 World Trade Center, 21st Floor

150 Greenwich Street

New York, New York 10007

REQUEST FOR PROPOSALS

ISSUE DATE: NOVEMBER 30, 2016

**TITLE: LEASE OF PROPERTY LOCATED AT PORT IVORY IN STATEN ISLAND,
NEW YORK**

NUMBER: 48071

**SUBMIT PROPOSALS NO LATER THAN THE DUE DATE AND TIME TO THE ABOVE
ADDRESS**

RESPONSE DUE DATE: January 27, 2017 TIME: 2:00 PM

QUESTION DUE DATE: December 22, 2016 TIME: 2:00 PM

SITE VISIT: December 15, 2016 TIME: 10:00 AM

**CONTRACTS SPECIALIST: JAMES SUMMERVILLE
PHONE#: (212) 435-4642
jsummerville@panynj.gov**

TABLE OF CONTENTS

1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PROPOSALS	4
A. General Information: The Port Authority of New York and New Jersey	4
B. Overview	4
C. Description of the Property	5
D. Deadline for Receipt of Proposals	6
E. Vendor Profile	7
F. Submission of Proposals	7
G. Communications Regarding this RFP	7
H. Proposal Acceptance or Rejection	7
I. Union Jurisdiction	8
J. Pre-Proposal Meeting(s)/Site Inspection(s):	8
K. Additional Proposer Information	8
2. FINANCIAL INFORMATION	9
3. SECURITY	10
4. EVALUATION CRITERIA AND RANKING	10
5. PROPOSAL SUBMISSION REQUIREMENTS	10
A. Letter of Transmittal	10
B. Executive Summary	11
C. Agreement on Terms of Discussion	11
D. Certifications with Respect to the Integrity Provisions	11
E. Proposal	11
F. Acknowledgment of Addenda	13
6. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL	14
A. Changes to this RFP	14

B. Proposal Preparation Costs	14
C. Disclosure of Proposal Contents / Use of Ideas and Materials	14
D. Ownership of Submitted Materials	14
E. Subcontractors	14
F. Conflict of Interest	14
G. Authorized Signature	15
H. References	15
I. Evaluation Procedures and Negotiation	15
J. Taxes and Costs	15
K. Most Advantageous Proposal/No Obligation to Award	15
L. Rights of the Port Authority	16
M. No Personal Liability	17
ATTACHMENT A: AGREEMENT ON TERMS OF DISCUSSION	18
ATTACHMENT B: INTEGRITY PROVISIONS	19
ATTACHMENT C: PICTORIAL AND AERIAL REPRESENTATION OF THE PROPERTY	26
ATTACHMENT C-1: PICTORIAL AND AERIAL REPRESENTATIONS OF PARCEL B	27
ATTACHMENT C-2: PICTORIAL AND AERIAL REPRESENTATIONS OF PARCEL C	28
ATTACHMENT D: INFORMATION REGARDING THE COLONIAL PIPELINE	29
ATTACHMENT D-1: COLONIAL PIPELINE LOCATION	30
ATTACHMENT E: FACT SHEET FROM THE NYSDEC	31
ATTACHMENT F: WETLANDS MAP FROM U.S. FISH AND WILDLIFE SERVICE	32

1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PROPOSALS

A. General Information: The Port Authority of New York and New Jersey

Proposers (as defined in Section 1.B.) should visit the following website for general information about the Port Authority of New York and New Jersey (Port Authority) and its facilities (<http://www.panynj.gov/>).

B. Overview

The Port Authority is seeking proposals from firms (Proposers) wishing to lease and develop Parcels B and C (collectively, the "Property") at Howland Hook/Port Ivory Marine Terminal in Staten Island, New York. Port Ivory is located in the northwestern corner of Staten Island, north of the Goethals Bridge and adjacent to the Howland Hook Marine Terminal, and is the former location of Proctor and Gamble's Ivory Soap factory. The Port Authority will consider proposals to lease and develop the Property, or Parcel B or Parcel C individually.

Parcel B (depicted in Attachment C-1) includes roughly 26 acres of land across Richmond Terrace and includes Building 80 and the *60s Series* (Buildings 60, 60A, 60B, 64, 65, 66, 67, and 68). Building 80 and the buildings comprising the *60s Series* are all uninhabitable and will not be available for lease. These buildings need to be demolished, and while the Port Authority intends to demolish them, there currently is no established timeline for such demolition. The successful Proposer (Lessee) may elect to demolish Building 80 and the *60s Series*. If the Lessee elects to demolish the buildings, the land on which the buildings reside will become available for development by the Lessee.

Also included in Parcel B is a parking lot on the southern portion of the parcel. The parking lot is currently used for the Port Authority Administration Building, which is not located on Parcel B. Additionally, there are approximately four acres of open area located to the east of the *60s Series*, which is currently utilized as construction laydown for the Goethals Bridge Replacement Project (the Project). That space will be unavailable for lease until the completion of the Project, which is expected to conclude in approximately two to three years.

Parcel C (depicted in Attachment C-2) includes approximately 38 acres of vacant waterfront land located on Richmond Terrace, along the Arthur Kill between New Jersey and Staten Island. The southern portion of Parcel C is paved whereas the portion that abuts the waterfront is not improved. A fuel pipeline (the Colonial Pipeline) traverses Parcel C and information pertaining to the pipeline is contained in Attachment D. The location of the pipeline is shown in Attachment D-1.

The Property contains certain environmental conditions, as summarized in the Fact Sheet (Attachment E) provided by the New York State Department of Environmental Conservation (NYSDEC).

The Port Authority makes no representations as to the buildability of the Property, as well as the delineations of wetlands. However, the attached wetlands map from the U.S. Fish and Wildlife Service is included for informational purposes (Attachment F). All procedures for waterfront

development must be followed as per the Army Corps of Engineers, the U.S. Coast Guard, and the NYSDEC.

The Lessee shall develop and use the Property for purposes associated with the handling of waterborne cargoes directly or indirectly imported to or exported from the Port of New York and New Jersey, including ancillary and supporting uses for the movement of cargo. For example, the Property may be developed as a terminal for the handling and/or storage of containerized or non-containerized cargo, warehousing and distribution facilities, trucking terminals, and/or facilities for the maintenance and repair of equipment incidental to the operations of a marine terminal. The Lessee's responsibilities shall include, but shall not be limited to, the development of plans and specifications for any and all construction proposed to occur on the Property, obtaining all approvals and permits from the Port Authority or other governmental authority with jurisdiction over the Property as necessary, the hiring of waterfront labor, where applicable; performing routine maintenance and operation, including repairs to the Property and equipment; entering into contracts necessary to operate, manage, and maintain the Property; providing necessary equipment to operate and maintain the Property; and complying with Port Authority Rules and Regulations, the U.S. Coast Guard Facility Security Plan regulations, New York Harbor Waterfront Commission regulations, and any all other applicable laws, rules, and regulations.

C. Description of the Property

Total Acreage:	Approximate acreage:
	Parcel B: 26 Acres
	Parcel C: <u>38 Acres</u>
	Total: 64 Acres

Buildings:	Parcel B: Building 80 and the 60s Series (Demolition Required)
	Parcel C: None

Terminal Access: To the Property:

From the East: West on Long Island Expressway to I-278-BQE; I-278 West to exit 27. Turn right on Columbia Street to the 1st light, make a left to the gate.

From the West:

Via I-95: Take the Goethals Bridge to I-278 Staten Island, and proceed across the Verrazano Bridge. Continue to Exit 27 and turn left on Atlantic Avenue.

Notes:

1. The Port Authority encourages Proposers to visit its website: (<http://www.panynj.gov/corporate-information/port-leases.html>) to review existing Port Authority leases. By way of example only, the negotiated lease & development agreement resulting from this RFP (Lease) will be for the development of a terminal for the handling and/or storage of containerized or non-containerized cargo, warehousing

and distribution facilities, trucking terminals, and/or facilities for the maintenance and repair of equipment incidental to the operations of a marine terminal. The leases conveyed in the referenced website may include useful information concerning maintenance and insurance requirements, among others, that the Port Authority may expect the Lessee to satisfy in the lease and operation of the Property.

D. Deadline for Receipt of Proposals

The due date specified on the cover page is the Proposal Due Date. Closing of due date is 2:00 P.M., Eastern Standard Time (EST).

PLEASE READ THE FOLLOWING DELIVERY REQUIREMENTS CAREFULLY. Proposers assume all responsibility for delays or problems in delivery.

Proposal submissions will be received at:

The Port Authority of NY & NJ
Attention: Proposal Custodian
Procurement Department
4 World Trade Center
150 Greenwich Street, 21st Floor
New York, NY 10007

Clearly mark the solicitation number on the outermost package.

At this address, proposals will be accepted via (1) regular mail, (2) express delivery service (e.g. UPS), or (3) hand delivery.

Express carrier deliveries by commercial vehicles can be made via vendors approved by Silverstein Properties, the 4 World Trade Center (4 WTC) Property Manager, through the 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 valid identification shall be turned away and their packages not accepted. 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.

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 caused by any delivery service, and reserves the right to reject any proposals not received by the deadline.

E. Vendor Profile

To ensure maximum opportunities, it is vitally important that Proposers keep their vendor profiles up to date with an appropriate e-mail address, as this will enable their firms to receive timely notice of advertisements, reminders, solicitations and addenda. Proposers may update their vendor profiles or register as a Port Authority vendor by accessing the online registration system at <https://panynjprocure.com/VenLogon.asp>.

F. Submission of Proposals

One reproducible original (containing original signatures and clearly designated as such) and **seven (7) electronic (flash drive)** copies the proposal must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP and sent or delivered to the Proposal Custodian at the address specified in Section D above. Each electronic copy of the proposal shall be made into one (1) complete, searchable PDF file, and each electronic copy shall be conspicuously marked or labeled with the Proposer's name and RFP number. In case of conflict, the reproducible original of the proposal shall take precedence over material on the flash drive.

In addition, each hard copy of the proposal shall include a CD copy of the same proposal. In case of conflict between the paper and CD copy, the paper copy of the proposal shall prevail.

Consistent with environmentally preferable procurement practices, the Port Authority requests all documents submitted to be in a form that can be easily recycled (i.e., no plastic covers or binding) and to provide only supporting literature which directly relates to the proposal being submitted.

G. Communications Regarding this RFP

All communications concerning this RFP should be directed to the Contracts Specialist listed on the cover page. All questions regarding this RFP should be submitted **BY EMAIL** to the Contracts Specialist at the email addresses listed on the cover page no later than the due date and time specified on the cover page.

The Contracts Specialist is authorized only to direct the attention of prospective Proposers to various portions of this RFP so that they may read and interpret such portions themselves. Neither the Contracts Specialist nor any other employee of the Port Authority is authorized to interpret the provisions of this RFP or give additional information as to its requirements. If interpretation or other information is required, it will be communicated to Proposers by written addenda and such writing shall form a part of this RFP.

H. Proposal Acceptance or Rejection

Acceptance shall be only by mailing to or delivering at the office designated by the Proposer in its proposal, a notice in writing signed by an authorized representative on behalf of the Port Authority specifically stating that the proposal is accepted or by execution of an agreement

covering the subject matter of this RFP signed by authorized representatives of the Port Authority and the Proposer. No other act of the Port Authority, its Commissioners, officers, agents, representatives, or employees shall constitute acceptance of a proposal. Rejection of a proposal shall be only by either (a) a notice in writing specifically stating that the proposal is not accepted, signed by an authorized representative of the Port Authority and mailed to or delivered to the Proposer at the office designated in the Proposal, or (b) omission of the Port Authority to accept the proposal within 180 days after the Proposal Due Date. No other act of the Port Authority, its Commissioners, officers, agents, representatives or employees shall constitute rejection of a proposal.

I. Union Jurisdiction

Proposers are advised that the International Longshoremen's Association Union has claimed jurisdiction over Port Ivory and the associated operation of the terminal.

J. Pre-Proposal Meeting(s)/Site Inspection(s):

A General Pre-Proposal/Site Visit Meeting is scheduled for **10:00 AM on December 15, 2016**, at the Property. Proposers can meet in the lobby of the Port Ivory/Howland Hook Port Authority Administration Building, located at 40 Western Avenue, Staten Island, NY 10303. Proposers can park in the parking lot across the street from the building.

The site inspection allows Proposers to tour and physically inspect the actual site of work before submission of proposals. **No questions will be taken during the site inspection. All questions resulting from the site visit shall be communicated by email to the Contract Specialists listed on the cover page, by the Question Due Date.**

Attendance at this site visit/inspection not mandatory but is strongly recommended. Information conveyed may be useful to Proposers in preparing their proposals and Proposers not attending assume all risks that may ensue from non-attendance.

Attendees interested in attending should RSVP to James Summerville (jsummerville@panynj.gov) and Ryan Gilbert (rgilbert@panynj.gov) no later than 12 noon (EST) on the second business day preceding the scheduled date(s) to confirm their attendance and/or receive traveling directions.

K. Additional Proposer Information

Prospective Proposers are advised that additional vendor information, including, but not limited to, forms, documents and other information, including M/WBE Participation Plan Submission Forms and protest procedures, may be found on the Port Authority website at: <http://www.panynj.gov/business-opportunities/become-vendor.html>

2. FINANCIAL INFORMATION

The Proposer will be required to demonstrate that it is financially capable of performing the work required by the Lease. The determination of the Proposer's financial qualifications and ability to perform the work required hereunder and pursuant to the negotiated Lease, if any, will be in the sole discretion of the Port Authority. The Proposer shall submit, with its proposal, the following:

- A. (1) Certified financial statements, including applicable notes, reflecting the Proposer's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the Proposer's last three fiscal years. If the Proposer is unable to provide such statements for its last three fiscal years, then the Proposer shall provide such statements for its most recent fiscal year. If the Proposer is a joint venture or is partnering with another firm in a prime/subcontracting relationship, information required herein from a single entity is required from each participant in a joint venture.

(2) Where the certified financial statements in (1) above are not available, then either reviewed or compiled statements from an independent accountant setting forth the aforementioned information shall be provided.

(3) Where neither certified financial statements nor financial statements from an independent accountant are available, as set forth in (1) and (2) above, then financial statements containing such information prepared directly by the Proposer may be submitted; such financial statements, however, must be accompanied by a signed copy of the Proposer's most recent Federal income tax returns and a statement in writing from the Proposer, signed by an executive officer or his/her designee, that such statements accurately reflect the present financial condition of the Proposer.

Where the statements submitted pursuant to subparagraphs (1) and (2) aforementioned do not cover a period which includes a date not more than forty-five days prior to the Proposal Due Date, then the Proposer shall also submit a statement in writing, signed by an executive officer or his/her designee, that the present financial condition of the Proposer is at least as good as that shown on the statements submitted.

- B. A statement of work which the Proposer has on hand, including any work on which a bid and/or proposal has been submitted, containing a description of the work, the annual dollar value, the location by City and State, the expected date for completion, and the name of an individual most familiar with the Proposer's work on these jobs.
- C. The name and address of the Proposer's banking institution, chief banking representative handling the Proposer's account, the Proposer's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Proposer's Dun and Bradstreet number, if any, the name of any credit service to which the Proposer furnished information and the number, if any, assigned by such service to the Proposer's account.

3. SECURITY

The Lease will require the Lessee to provide a letter of credit to the Port Authority issued by a banking institution satisfactory to the Port Authority and having its main office within the Port District.

4. EVALUATION CRITERIA AND RANKING

All proposals will be reviewed by the Port Authority to determine if they adhere to the format required in this RFP, and if they contain all documentation required for submission of a proposal. The following criteria, set forth in order of importance, will be utilized in the evaluation of proposals that meet such requirements:

- A. Financial Offer, including, but not limited to ,rent and capital investment, with the proposed business terms;
- B. Quality and content of the proposed Business Plan;
- C. Proposer's experience in planning, developing, and/or operating maritime facilities for the handling, storage, and distribution of substantially waterborne cargo;
- D. Proposer's management plan;
- E. Proposer's ability to obtain a license from the Waterfront Commission of New York Harbor by the commencement of the Lease.

5. PROPOSAL SUBMISSION REQUIREMENTS

In order to expedite the evaluation of proposals, the Proposer's response to this RFP shall follow the format and order of items, using the same paragraph identifiers, as set forth below.

A. Letter of Transmittal

The Proposer shall submit a letter on its letterhead, signed by an authorized representative, stating its experience and qualifications in meeting the requirements of this RFP. This letter shall include a statement on whether the Proposer is submitting a proposal as a single entity, a joint venture, or is partnering with another firm in a prime/subcontracting relationship. In all cases, information required for a single entity is required for each participant in a joint venture.

The Letter of Transmittal shall contain:

- (1) Name and address of the Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;
- (2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorized to negotiate and execute the Lease;
- (3) Name, title and telephone number of a contact person to whom the Port Authority can address questions or issues related to this RFP;

- (4) Name and address of proposed subcontractors, if any; and
- (5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the proposals;

If a partnership: a statement of the names and residences of its principal officers, indicating which are general and which are special partners;

If an individual: a statement of residence; or

If a joint venture: information on each of the parties consistent with the information requested above; if the Lease is awarded to a common law joint venture (a joint venture that has not been established as a distinct legal entity) each member will be jointly and severally liable under the Lease.

B. Executive Summary

The Proposer shall submit a summary presenting the major features of its proposal and how the proposal satisfies the requirements contained in this RFP, as well as the special competencies and expertise of the Proposer to meet the requirements of this RFP.

C. Agreement on Terms of Discussion

The Proposer shall submit a copy of the Agreement on Terms of Discussion signed by an authorized representative of the Proposer. The Agreement on Terms of Discussion format is included as Attachment A and shall be submitted by the Proposer without any alterations or deviations. Any Proposer who fails to sign the Port Authority's Agreement on Terms of Discussion will not have its proposal reviewed. If the Proposer is a joint venture, an authorized representative of each party must sign the Agreement on Terms of Discussion.

D. Certifications with Respect to the Integrity Provisions

The Proposer, by signing the Letter of Transmittal, makes the certifications in the "Integrity Provisions," included as Attachment B of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

E. Proposal

The Proposer must submit a proposal that details and clearly describes its experience and capability to lease and operate the Property, its approach to such work and the terms of the financial offer to lease the premises. At a minimum, the proposal shall include:

1. Financial Offer: The Financial Offer shall clearly:

- Describe how the proposer will maximize revenue and capital investment at the Property;
- Convey the proposed duration of the Lease;
- Convey the initial annual rental of the property and rental escalations for the duration of the Lease.

2. Business Plan: The Business Plan shall describe the proposed use of the Property, including, at minimum:

- A description on how the proposer will maximize new business opportunities at the Property;
- A full pro-forma for the operation of the Property, including a description of anticipated expenses, revenue, etc., in accordance with this RFP;
- Anticipated products to be handled at the Property;
- Discharge or loading methods;
- Description of cargo and material handling. The proposal should specifically state if any hazardous cargoes would be handled at the Property, and what processes and physical improvements would be implemented to safely handle and store same;
- Storage requirements;
- Anticipated hours of operation;
- Identification of proposed customers or types of businesses to be offered at the Property; and
- Confirmation of the Proposer's willingness to assume the premises in an "AS-IS CONDITION", or any conditions Proposer would like to see addressed prior to assuming the property (e.g. identifying improvements or repair to the Property by the Port Authority).

The Business Plan shall also include:

- A Capital Investment Plan to finance the planning, development, construction and operation of the Property. The Capital Investment Plan shall describe in detail the proposed capital investment program related to the method of financing investment to be committed and the amount of time required to amortize the investment. The Capital Investment Plan shall also convey the Proposer's intention regarding the demolition of Building 80 and the 60s Series. If the Proposer intends to demolish the buildings, the Capital Investment Plan must include a demolition plan. If the Proposer intends to rely on the Port Authority to demolish the buildings, the Proposer shall convey that intention with the acknowledgment that Building 80 and the 60s Series cannot be occupied or otherwise used in any way by the Lessee;
- Confirmation that the Proposer will utilize International Longshoremen Association labor, as appropriate; and
- Three commercial business references.

3. Management Approach: The Proposer shall provide a complete description of how it intends to implement and manage the required services hereunder, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide the services described in the RFP.
4. Experience in Operating Maritime Facilities: The Proposer shall describe its experience in planning, developing, constructing, leasing and operating maritime facilities. The Proposer shall submit a listing of all its existing lease and operating agreements to operate a maritime facility and should also describe any completed maritime development projects it has completed. For each agreement listed, include:
 - a. The name and address of the contracting parties;
 - b. The locations where the services/work was performed;
 - c. Duration of the agreements;
 - d. The approximate dollar amount of the agreements;
 - e. A summary of the types of work performed under the agreements;
 - f. The names, addresses and telephone numbers of the owners; and
 - g. Contact information (name, phone number, email address) for representatives familiar with the work that the Port Authority may contact.

Furthermore, the Proposer shall provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm who are to be dedicated to the Lease, including:

- h. Their length of service with the firm;
 - i. The anticipated function of each person on the Lease; and
 - j. A summary of the relevant experience of each person listed.
5. Other Information: The Proposer shall provide any other information that is related to the requirements in this Section E, which the Proposer believes would be helpful to the Port Authority in the evaluation of its proposal.

F. Acknowledgment of Addenda

If any addenda are posted or sent as part of this RFP, the Proposer shall complete, sign and include with its Proposal the addenda form(s). In the event any Proposer fails to conform to these instructions, its proposal will nevertheless be construed as though the addenda had been acknowledged.

If the Proposer downloaded this RFP document, it is the responsibility of the Proposer to periodically check the Port Authority website at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html> and download any addenda that might have been issued in connection with this solicitation.

6. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL

In addition to all other requirements of this RFP, the Proposer agrees to the following conditions for the submission of its proposal.

A. Changes to this RFP

At any time, in its sole discretion, the Port Authority may, by written addenda, modify, correct, amend, cancel and/or reissue this RFP. If an addendum is issued prior to the date proposals are due, it will be provided to all parties in the medium in which the parties obtained the RFP. If an addendum is issued after proposals have been received, the addendum will be provided only to those whose proposals remain under consideration at such time.

B. Proposal Preparation Costs

The Port Authority shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its proposal, or in any other aspect of the Proposer's pre-lease/agreement activity. No Proposer is entitled to any compensation except under an agreement for performance of services signed by an authorized representative of the Port Authority and the Proposer.

C. Disclosure of Proposal Contents / Use of Ideas and Materials

Proposal information is not generally considered confidential or proprietary. All information contained in the proposal is subject to the Agreement on Terms of Discussion attached hereto as Attachment A.

D. Ownership of Submitted Materials

All materials submitted in response to or in connection with this RFP shall become the property of the Port Authority. Selection or rejection of a Proposal shall not affect this right.

E. Subcontractors

If a Proposer intends to use subcontractor(s), the Proposer must identify in its proposal the names of the subcontractor(s) and the portions of the work the subcontractor(s) will perform. All subcontractors are subject to the approval of the Port Authority, and shall meet the requirements stated herein, as applicable (e.g. being licensed by the Waterfront Commission of New York Harbor by Lease commencement, etc.)

F. Conflict of Interest

If the Proposer or any employee, agent or subcontractor of the Proposer may have a possible conflict of interest, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Port Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from

any source could create a conflict of interest or give the appearance of a conflict of interest. The Port Authority's determination regarding any questions of conflict of interest shall be final.

G. Authorized Signature

Proposals must be signed by an authorized corporate officer (e.g., President or Vice President), general partner, or such other individual authorized to bind the Proposer to the provisions of its proposal and this RFP.

H. References

The Port Authority may consult any reference familiar with the Proposer regarding its current or prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a proposal shall constitute permission by the Proposer for the Port Authority to make such inquiries and authorization to third parties to respond thereto.

I. Evaluation Procedures and Negotiation

Proposals will be evaluated based on the evaluation criteria set forth in this RFP. The Port Authority may use such procedures that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate negotiations with one or more Proposers including negotiation of costs/price(s) and any other term or condition, including modifying any requirement of this RFP. The option of whether or not to initiate negotiations rests solely with the Port Authority.

J. Taxes and Costs

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). All costs associated with the Lease must reflect this exemption and be stated in U.S currency.

K. Most Advantageous Proposal/No Obligation to Award

The Port Authority reserves the right to award the Lease to a Proposer other than the Proposer proposing the best price (highest proposed rent). The Lease will be awarded to the Proposer whose proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port Authority. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Port Authority to accept any proposal. The Port Authority shall not be obligated in any manner whatsoever to any Proposer until a proposal is accepted by the Port Authority in the manner provided in the section of this RFP entitled "Proposal Acceptance or Rejection."

L. Rights of the Port Authority

- (1) The Port Authority reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.
- (2) No Proposer shall have any rights against the Port Authority arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The Port Authority makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the Lease. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or the Lease and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.
- (3) At any time and from time to time after the opening of the proposals, the Port Authority may give oral or written notice to one or more Proposers to furnish additional information relating to its proposal and/or qualifications to perform the services contained in this RFP, or to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance of a proposal. Information shall be submitted within three (3) calendar days after the Port Authority's request unless a shorter or longer time is specified therein.

M. No Personal Liability

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability by a Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a proposal or other response hereto or otherwise.

ATTACHMENT A: AGREEMENT ON TERMS OF DISCUSSION

The Port Authority's receipt or discussion of any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent.

Any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) provided in connection with this procurement is subject to the provisions of the Port Authority Freedom of Information Code and Procedure adopted by the Port Authority's Board of Commissioners, which may be found on the Port Authority website at: <http://corpinfo.panynj.gov/documents/Access-to-Port-Authority-Public-Records/>. The foregoing applies to any information, whether or not given at the invitation of the Authority.

(Company)

(Signature)

(Title)

(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.
DO NOT RETYPE.

Rev. 8/5/16

ATTACHMENT B: INTEGRITY PROVISIONS

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
- d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
- e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of fifty thousand dollars (\$50,000) as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, including an inspector general of a governmental agency or public authority.

2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

- a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated March 11, 2014, or as may be revised, (a copy of which is available upon request) nor does this

- organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
- d. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
 - e. the Bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.
 - f. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination with respect to (i) the solicitation, evaluation or award of this Contract, or (ii) the preparation of specifications or request for submissions in connection with this Contract.

The foregoing certifications in this Part III, Sections 1 and 2, shall be deemed to have been made by the Bidder as follows:

- * if the Bidder is a corporation, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each parent, affiliate, director, and officer of the Bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Bidder with an ownership interest in excess of 10%;
- * if the Bidder is a partnership, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Bidder, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "2g", if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Contract, as described in the Procurement Disclosure Policy of the Authority (a copy of which is available upon request to the Chief Procurement Officer of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsiveness or non-responsibility.

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids and the term of the Contract, if Bidder is awarded the Contract, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding and continuing this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications, has failed to immediately notify the Port Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any 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 rate of wage legislation.

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

4. Contractor Responsibility, Suspension of Work and Termination

During the term of this Contract, the Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Port Authority to present evidence of its continuing legal authority to do business in the States of New Jersey or New York, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Port Authority, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Port Authority issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and an opportunity to be heard with appropriate Port Authority officials or staff, the Contract may be terminated by Port Authority at the Contractor's expense where the Contractor is determined by the Port Authority to be non-responsible. In such event, the Port Authority or its designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach, including recovery of costs from Contractor associated with such termination.

5. No Gifts, Gratuities, Offers of Employment, Etc.

At all times, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other

persons using the Facility and shall so instruct its personnel.

In the event that the Contractor becomes aware of the occurrence of any conduct that is prohibited by this section entitled "No Gifts, Gratuities, Offers of Employment, Etc.", it shall report such occurrence to the Port Authority's Office of Inspector General within three (3) business days of obtaining such knowledge. (See "<http://www.panynj.gov/inspector-general>" for information about to report information to the Office of Inspector General). Failing to report such conduct shall be grounds for a finding of non-responsibility.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated March 11, 2014, or as may be revised (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

6. Conflict of Interest

During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Chief Procurement Officer in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Chief Procurement Officer, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Chief Procurement Officer may require the Contractor to submit a mitigation plan addressing and mitigating any disclosed or undisclosed conflict, which is subject to the approval of the Chief Procurement Officer and shall become a requirement, as though fully set forth in this Contract. In the event the Chief Procurement Officer shall determine that the performance by the Contractor of a portion of its Services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said Services is determined by the Chief Procurement Officer to be no longer appropriate because of such preclusion, then the Chief Procurement Officer shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the

provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract, which results, directly or indirectly, from the Services provided by the Contractor hereunder. The Port Authority's determination regarding any questions of conflict of interest shall be final.

7. Definitions

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting and/or law enforcement agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

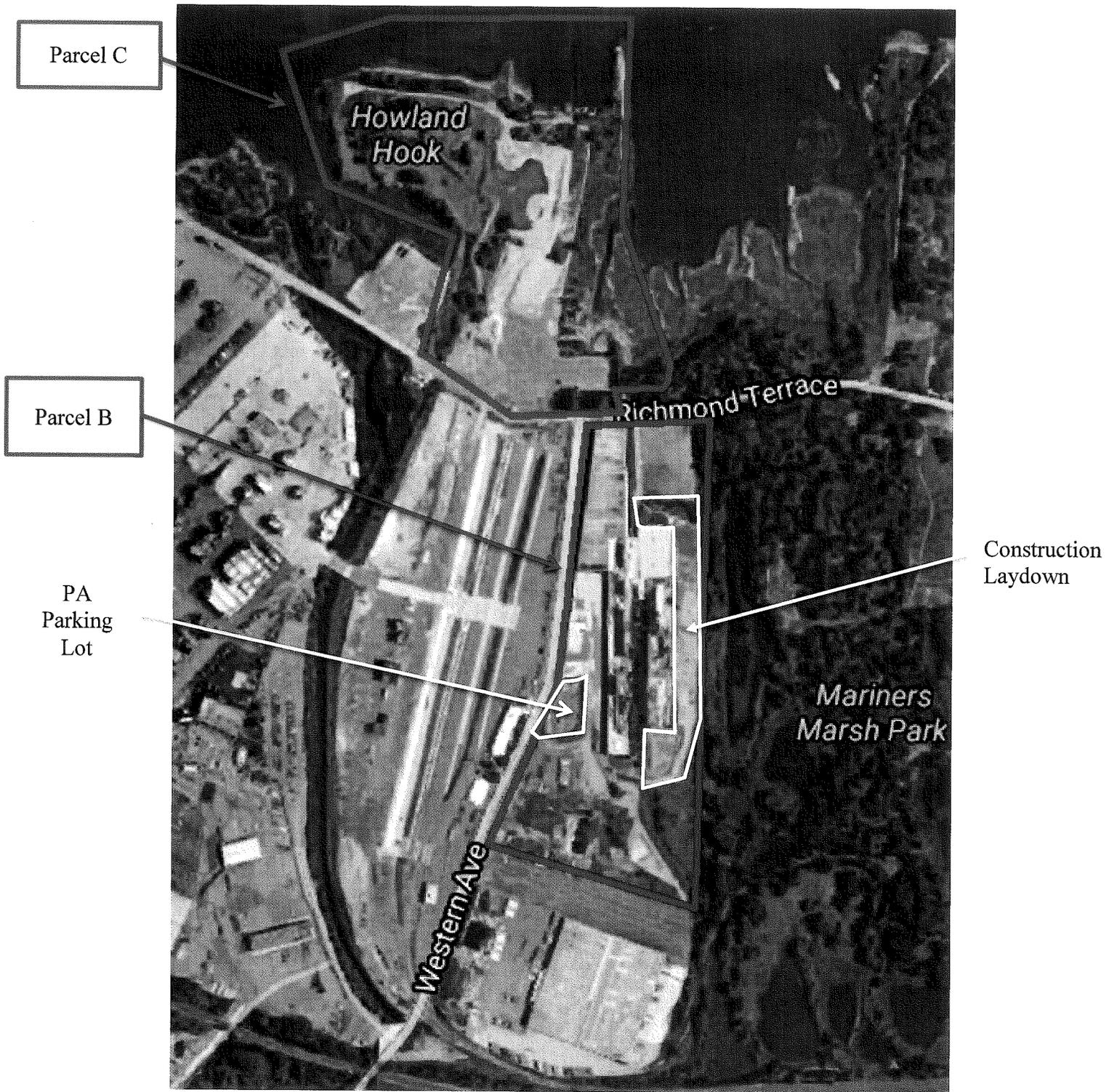
Bidder - shall mean Bidder; except and until the Contract has been awarded, then it shall mean Contractor

Bidding - shall mean executing this Contract.

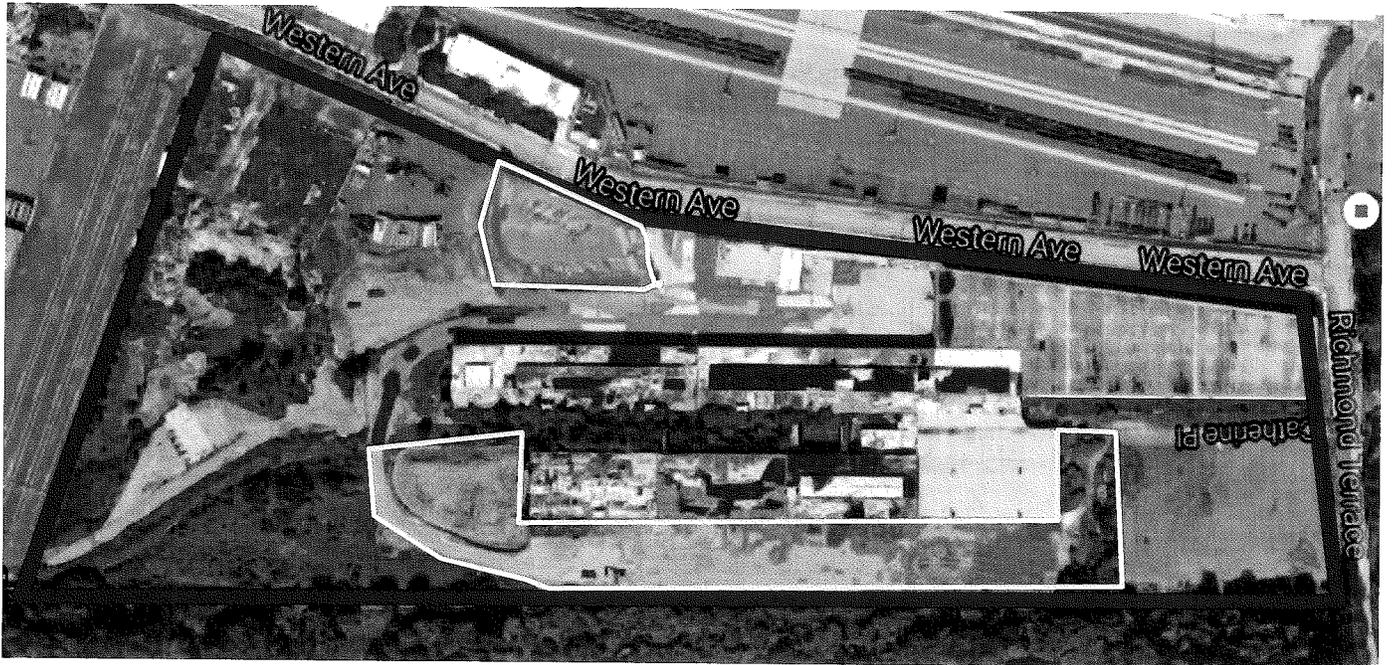
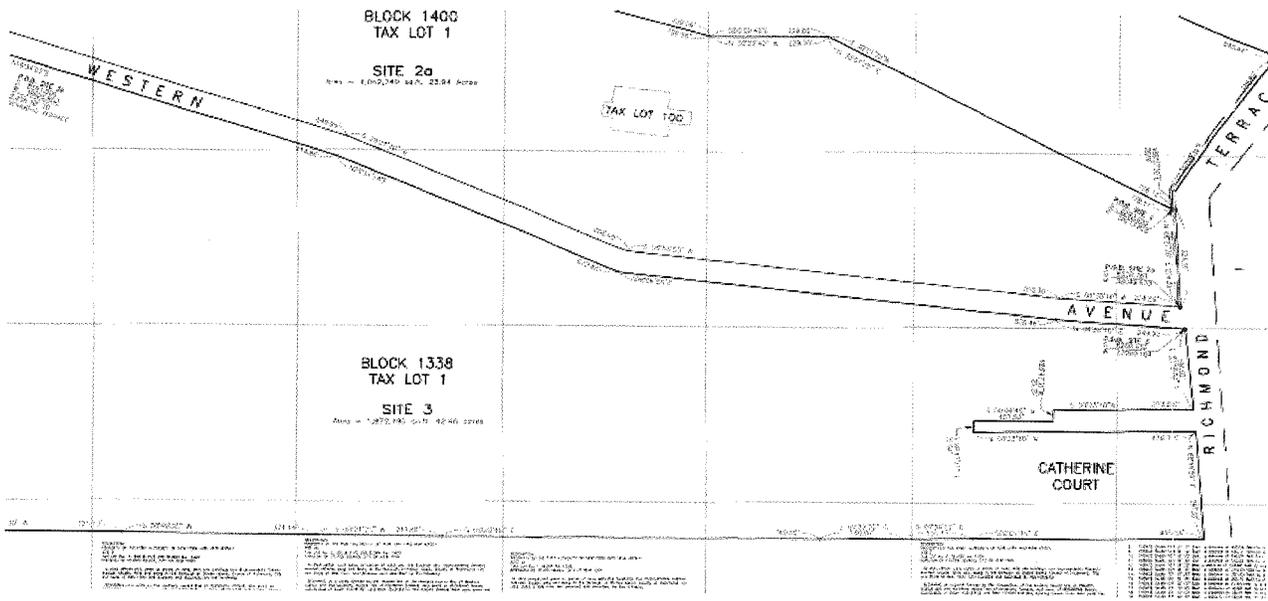
In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean executing this Contract.

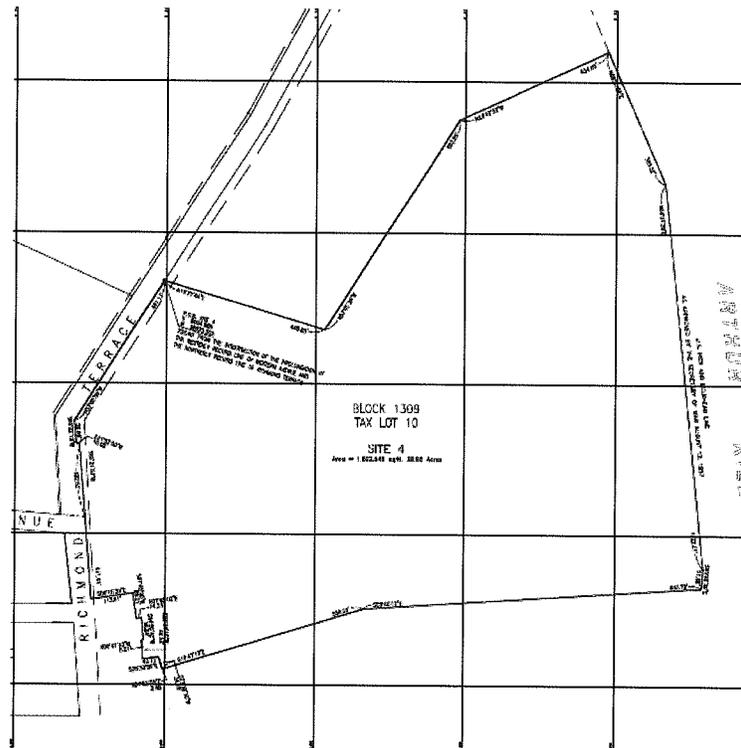
ATTACHMENT C: PICTORIAL AND AERIAL REPRESENTATION OF THE PROPERTY



ATTACHMENT C-1: PICTORIAL AND AERIAL REPRESENTATIONS OF PARCEL B

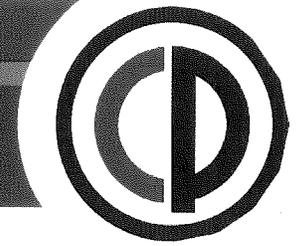


ATTACHMENT C-2: PICTORIAL AND AERIAL REPRESENTATIONS OF PARCEL C



ATTACHMENT D: INFORMATION REGARDING THE COLONIAL PIPELINE

See following page



About Your Easement with Colonial

A Word About Easements...

The pipeline right of way or easement is the area over and on either side of the pipeline in which you and Colonial Pipeline share a legal interest. An easement agreement, which was negotiated when the pipeline was installed, gives Colonial the legal right to bury, maintain and retain access to the pipeline on your property for general maintenance and repair. Changes in property owner-ship do not alter the easement agreement, which remains valid regardless of the owner. Landowners can obtain a copy of their individual easement agreement from their local county courthouse.

Many activities are allowed on the pipeline right of way. But there are also usage restrictions to ensure your safety, the safety of your family and of your community. General right of way "do's and don'ts" are listed on this page. If you have any questions about whether a specific activity is allowed, contact Land Management Services at 1.800.925.7473, extension 2487.

When We Access Your Property

Colonial may access your property to inspect the pipeline, perform maintenance, or mow and clear the pipeline right of way. Mowing and clearing activities keep the right of way clear of overgrowth that can restrict safety observations of the pipeline corridor from the air or during foot patrols.

Colonial makes reasonable efforts to notify you prior to accessing your property. When maintenance is scheduled, you will likely receive a letter explaining the planned work and a personal introduction when we enter your property. If work is unscheduled, Colonial will attempt to contact you in person prior to the start of work. If you are not home, a message will be left on your door.

Call Before You Dig

Colonial posts, yellow, red and black pipeline markers at regular locations along the right of way. These markers indicate that a pipeline is buried below, but do not show the exact location or depth. That's why whenever you will be digging in the vicinity of the pipeline, it is important to call 811, the national one call locating service. A single call to 811 gets all underground lines marked for free and prevents damage to the pipeline, loss of service, delay of your project, fines, injury or even death.



Know what's below ... Always Call 811 before you dig.

Allowed Activities

- Shallow cultivation of lawns, flower and vegetable gardens, provided the digging depth does not exceed 12 inches
- Installation of low-growing ornamental shrubs with a maximum expected height of 4 feet; Shrubs must be maintained by owner at a 4 foot height
- Livestock grazing
- Use as a play area, provided no equipment/structures are permanently installed or staked to the ground
- Use as sports field, park, walking trail, etc., subject to specific easement use restrictions

Right of Way Restrictions

- NO mechanized ditching or excavation within 5 feet of the extremities of the pipeline; hand digging only within 2 feet of the pipeline
- NO excavation or construction over the pipeline or within the right of way without Colonial personnel present
- NO sub-grading, grading or fill placed over the pipeline unless approved by Colonial
- NO impoundment of water (installation of pools, ponds, etc.)
- NO permanent structures (buildings, sheds, decks, patios, concrete slabs, etc.)
- NO obscuring of pipeline markers from public view
- NO heavy equipment or vehicles parked or moved across the right of way without Colonial engineering analysis & approval
- NO trees planted on the right of way
- NO wells or boring activities
- NO blasting in the vicinity of the pipeline
- NO pile driving
- NO storage of flammable materials or burning of trash/debris on the right of way
- NO fences, roads, or temporary structures without written consent from Colonial

ATTACHMENT D-1: COLONIAL PIPELINE LOCATION

See following page

ATTACHMENT E: FACT SHEET FROM THE NYSDEC

See following pages



FACT SHEET Voluntary Cleanup Program

Receive Site Fact Sheets by Email. See "For More Information" to Learn How.

Site Name: Port Ivory Site (Former P & G) Site 3
DEC Site #: V00675
Address: 40 Western Avenue
Staten Island, NY 10303

Have questions? See "Who to Contact" Below

Remedy Proposed for Voluntary Cleanup Site Contamination; Public Comment Period Announced

The New York State Department of Environmental Conservation (NYSDEC) has released a proposed cleanup plan for the Port Ivory Site 3 (Former P & G) Site 3 ("site") located at 40 Western Avenue, Staten Island (Richmond County) NY. Please see the map for the site location. Documents related to the cleanup of this site can be found at the location(s) identified below under "Where to Find Information."

How to Comment

NYSDEC is accepting written comments about the proposed plan for 30 days, from February 1, 2016 through March 1, 2016. The proposed plan is available for public review at the location(s) identified below under "Where to Find Information." Please submit comments to the NYSDEC project manager listed under Project-Related Questions in the "Who to Contact" area below.

Draft Remedial Action Work Plan

The cleanup plan is described in the Remedial Action Work Plan". The proposed remedy consists of:

- A site cover at Areas 3A and 3B that will consist of impervious surfaces (existing buildings, asphalt or concrete) or at least one foot of gravel or clean fill with vegetative cover.
8-foot high fencing at the inactive construction and demolition (C&D) landfill that is not being proposed for redevelopment.
In addition to wells where Light Non-Aqueous Phase Liquid (LNAPL) has been recovered during Interim Remedial Measures (IRM), new wells at Area 3A and 3B, to monitor and recover any light non-aqueous phase liquid (LNAPL) that reappears will also be installed.
A Deed Restriction to limit site use to commercial, restrict use of site groundwater as source of potable water, submission of periodic reports and to ensure compliance with the site management plan.
A Site Management Plan.

Interim Remedial Measures Completed

- The 2006 IRM consisted of excavating LNAPL impacted soil and vector truck pumping of LNAPL. An IRM is an action that is conducted at a site relatively quickly to reduce the risk to human health and the environment from defined hazardous substances. This was done at targeted areas at the site. The IRM resulted in the removal of about 1,600 cubic yards of LNAPL-impacted soil and about 22,000 gallons of LNAPL/water from eight areas/trenches. However, LNAPL remained in some areas.

- The 2013 IRM addressed three areas (Area F, AOC-TT-4 and AOC-EM-7A) where LNAPL impacted soil and mobile LNAPL were removed and disposed off-site. 26,224 gallons of LNAPL/groundwater were removed from the excavated areas via a vacuum truck. About 171 tons of soil were excavated and disposed off-site.

Additional Details

Three pipelines and easements traverse the site.

- An inactive pipeline, previously owned by Tidewater Pipeline Co Ltd, extends in a north-south direction through the center of Area 3A. The pipeline continues in a northerly direction across Richmond Terrace and through the southeast corner of Area 3B.
- A second pipeline, maintained by Exxon-Mobil, runs in an east-west direction at the southern edge of Area 3B along Richmond Terrace.
- The third pipeline, owned by Spectra Pipeline, was recently installed in 2013. It runs along the western edge of Area 3A in a north-south direction.

Summary of the Investigation

Investigations at the site were conducted from 1992 to 2007, with the following findings.

- Soil at the site was primarily impacted by metals (arsenic, barium, copper, nickel and lead) and volatile organic compounds (benzene, 2-butanone, pentachlorophenol) and semi-volatile compounds (polycyclic aromatic hydrocarbons), as a result of historic fill materials.
- LNAPL was encountered in at least six Areas of Concern (AOCs). The LNAPL is attributed to inactive underground pipelines not owned by the Port. These pipelines were accessed by hot tapping in June 2004. It was confirmed that the pipelines are inactive and that residual LNAPL, solids and water exist to a limited degree within pipelines.
- Groundwater was impacted by volatile organic compounds (benzene, ethylbenzene, xylene and 2-butanone); semi-volatile organic compounds (polycyclic aromatic hydrocarbons, naphthalene, phenanthrene, pyrene), and metals (cyanide, arsenic, chromium, copper and lead), at concentrations above the New York Ambient Water Quality Standards and Guidance Values (AWQSGVs).
- Surface water impacts in the Arthur Kill do not appear to be attributable to groundwater from Site 3, based on groundwater results from the site.
- A vapor intrusion investigation was completed at buildings 74/75, and further evaluation was not warranted based on the use of the building and the infrequency that it is occupied by people.

Of the 24 Areas of Concern (AOCs) identified at Site 3, only five (AOC-Central Area, AOC-Northern Area, AOC-MW-13N4, AOC-EM-7A, and AGC-D-46/MW-26) were determined to warrant remedial actions.

Next Steps

NYSDEC will consider public comments, revise the RAWP as necessary, and issue a final Decision Document. New York State Department of Health (NYSDOH) must concur with the proposed remedy. The volunteer(s) may then design and perform the cleanup action to address the site contamination, with oversight by NYSDEC and NYSDOH.

NYSDEC will keep the public informed throughout the investigation and cleanup of the site.

Background

Location:

The Howland Hook Marine Terminal - Port Ivory Facility (HHMT) is located at 40 Western Avenue in Staten Island, Richmond County, New York, in an industrial/commercial area. The HMTT Facility consists of Area 3A (41.3 acres) and area 3B (38.9 acres). Areas 3A and 3B are non-contiguous areas of land transected by Richmond Terrace. Area 3A is bordered by Richmond Terrace to the north undeveloped wooded land to the east, Site 2 (Area 2B) to the south, and Western Avenue to the west. Area 3B is bordered by the Arthur Kill to the north, northeast and northwest; marsh areas and vacant land to the east; Richmond Terrace and an extension of Richmond Terrace to the south; and marsh areas at the confluence of Bridge Creek and the Arthur Kill to the west. No residential properties are located within 2,000 feet of the site.

Site Features:

At Area 3A, building 74/75, Buildings No. 60, Building Nos. 64 through 68, Building No. 79 and Building No. 80 are the only remaining structures. Building Nos. 74/75 is located on the southern portion of Area 3A and is currently leased by the New York Container Terminal. The 60 series buildings (No. 60 and Nos. 64-68), Building No. 79, and Building No. 80, are located on the northern portion of Area 3A and currently vacant. It is anticipated that all buildings, except for Building Nos. 74/75 will be demolished for redevelopment.

Asphalt-paved access roads, associated parking lots and railroad spurs surround the buildings. Area 3A generally consists of gravel, paved, or vegetated land. Area 3B is currently improved only with piers and barge slips, a gravel parking area and a small guard shack. The northwestern portion consists of a closed construction and demolition (C&D) landfill and the southern portion is currently vacant. Area 3B is relatively flat and slopes downwards to the north, east, and west from the topographic high points near the central and southern portions of the site. Area 3B is adjacent to bodies of water (Bridge Creek to the east and Arthur Kill to the north). Wetlands are located along the eastern and western property lines of Area 3B.

The site is traversed by two abandoned pipelines and easements that formerly carried fuel oil and petroleum products; they are owned by Tidewater and Exxon-Mobil. The Tidewater pipeline runs in a north/south direction, underneath buildings 74/75, 60 and 80 at Area 3A. This pipeline has been out of service for at least 10 years. The Exxon-Mobil pipeline is located east of the Tidewater pipeline, and runs along the southern boundary of Area 3B. Recently, Spectra installed a pipeline (and easement) that runs along the entire western boundary of Area 3A. This pipeline is currently operating.

Current Zoning/Uses(s):

The site is currently zoned industrial. The surrounding land uses are primarily industrial, light industrial, undeveloped land, and wetlands. At Area 3A, only building 74/75 is currently used by New York Container Terminal for storage; the other buildings are vacant. The Port Authority plans to redevelop Area 3A for commercial use (an intermodal facility). Area 3B consists mainly of the C&D landfill and no redevelopment is currently planned.

Historical Uses(s):

Proctor & Gamble operated the site from 1906 to 1991. The Port Authority purchased the site in 2000 for the purpose of redevelopment. During Proctor & Gamble's ownership, the site was used for manufacturing consumer products such as soap, detergent, edible oils and foods. At Area 3A, operations consisted of manufacturing and processing soap, orange juice, cake mix and edible oils. These activities occurred at buildings 70 to 75, 50-series, 60-series and 80. Above ground Storage Tanks (ASTs), situated on concrete pads, were located south and east of Building 56. The following materials were stored in the ASTs: caustics, vegetable and fish oils, fuel oil, waste oil, soap, spent acids, and vegetable grease. Underground Storage Tanks (USTs) were also used at Area 3A and potentially stored petroleum oil. A truck depot and internal railroad system was used for loading and unloading hydrogen products (oils).

Area 3B currently consists of a closed C&D landfill that Proctor & Gamble operated from 1958 to 1989. The landfill was closed in the mid 1990's in accordance with applicable NYSDEC solid waste regulations. The landfill does not have a liner or leachate collection system, and wastes disposed included scrap metal, tires, telephone poles, railroad ties, vegetative debris and sharps. Post-closure groundwater monitoring and maintenance under the oversight of the NYSDEC has been performed from 2001 to present. Prior to the C&D landfill, Area 3B included two 420,000 gallon fuel oil ASTs, concrete secondary containment, two pump houses, fly ash storage and several railroad spurs. Activities included loading and unloading of barges at the piers; storage and transport of fuel oils in the ASTs; and storage of soap ash in two silos previously located near the piers. In 1986 and 1989 two spills were reported and they were cleaned up to the satisfaction of DEC and subsequently closed.

The primary contamination that remained at Areas 3A and 3B is from the petroleum related pipelines that traverse the site and that are not owned by the Port Authority.

Operable Units (OU):

The site was divided into two operable units. An operable unit represents a portion of a remedial program for a site that for technical or administrative reasons can be addressed separately to investigate, eliminate or mitigate a release, threat of release or exposure pathway resulting from the site contamination. OU1 addresses Area 3A and Area 3B. OU1A addresses the on-site LNAPL source at specific locations within Areas 3A and 3B.

Site Geology and Hydrogeology:

The overburden materials at the site consist of the following strata.

- Fill material placed on tidal marsh or sand deposits consisting of sand, silt, clay, and loose gravel mixed with carbonaceous material and/or vegetative, wood, brick, concrete, and glass debris, with a maximum thickness of about 19.5 feet;
- Organic clays and peat consisting of soft and compressible tidal marsh deposits, to a maximum thickness of approximately 27 feet;
- Sand deposits consisting of loose to medium dense sand from marine or glacio-fluvial deposits, ranging in thickness from 5 to 16 feet;
- Glacial clay and silt deposits with lenses of sand and gravel, ranging in thickness from less than 10 to approximately 60 feet; and
- Weathered shale.

Depth to groundwater in the overburden aquifer is about 3 to 11 feet below ground surface (bgs). In the southern and central portions of Area 3A, the hydraulic gradient is to the south, southwest, or west (i.e., towards Bridge Creek or its tributary). In the northern portion of Area 3A and at Area 3B, the hydraulic gradient is predominantly to the west, northwest, or north (i.e., towards Bridge Creek, the confluence of Bridge Creek and the Arthur Kill). In the extreme northeastern portion of Area 3A and in the eastern portion of Area 3B, the hydraulic gradient is east towards a marsh that is hydraulically connected to the Arthur Kill. The vertical hydraulic gradient is downward and appears to be greater in magnitude farther away from Bridge Creek and the Arthur Kill. Tidal fluctuations were not observed in the shallow aquifer. However, marsh areas adjacent to Area 3B are tidally influenced by the Arthur Kill. The marsh areas are inundated twice daily based on tidal fluctuations.

Groundwater is not currently used for public water supply on Staten Island. Due to saline intrusion of aquifers in the area caused by former groundwater use, future development of aquifers for potable purposes in the general area is unlikely.

Additional site details, including environmental and health assessment summaries, are available on NYSDEC's website at:

<http://www.dec.ny.gov/cfm/external/haz/details.cfm?pageid=3&progno=V00675>

Voluntary Cleanup Program: New York's Voluntary Cleanup Program (VCP) was developed to encourage private sector volunteers to investigate and clean up contaminated properties and return these sites to productive use. Once cleaned up, the properties may be redeveloped for commercial, industrial, residential or public use.

For more information about the VCP, visit: <http://www.dec.ny.gov/chemical/8442.html>

FOR MORE INFORMATION

Where to Find Information

Project documents are available at the following location(s) to help the public stay informed.

Mariners Harbor Library

206 South Avenue
Staten Island, NY 10303
Phone: (212) 621-0690
Hours: Mon: 12 PM to 8 PM
Tue to Th: 10 AM to 7 PM
Fri and Sat: 10 AM to 5 PM.
Closed Sunday
(Call for Appointment)

Office of Community Board 1 Staten Island

1 Edgewater Plaza, Suite 217
Staten Island, New York 10305
Hours: M – F; 9:00 AM – 4:00 PM
Phone: (718) 981-6900
(Call for Appointment)

Who to Contact

Comments and questions are always welcome and should be directed as follows:

Project Related Questions

Alicia Barraza
NYS Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7016
Tel: 518-402-9690
Email: alicia.barraza@dec.ny.gov

Site-Related Health Questions

Stephanie Selmer
New York State Department of Health
Bureau of Environmental Exposure Investigation
Empire State Plaza, Tower Room 178
Albany, NY 12237
Tel: 518-402-7860
Email: BEEI@health.ny.gov

We encourage you to share this fact sheet with neighbors and tenants, and/or post this fact sheet in a prominent area of your building for others to see.

Receive Site Fact Sheets by Email

Have site information such as this fact sheet sent right to your email inbox. NYSDEC invites you to sign up with one or more contaminated sites county email listservs available at the following web page: <http://www.dec.ny.gov/chemical/61092.html>. It's quick, it's free, and it will help keep you *better informed*.

As a listserv member, you will periodically receive site-related information/announcements for all contaminated sites in the county(ies) you select.

Note: Please disregard if you already have signed up and received this fact sheet electronically.

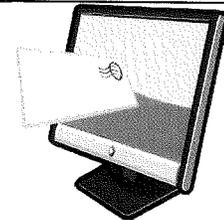


FIGURE 1 - SITE LOCATION - PORT IVORY



ATTACHMENT F: WETLANDS MAP FROM U.S. FISH AND WILDLIFE SERVICE

See following page



U.S. Fish and Wildlife Service

National Wetlands Inventory

Port Ivory Wetlands



Map HERE: Delorme, MapInfo, or OpenStreetMap contributors and the GIS user community

November 1, 2016

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.