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

Date 05/05/2014

REQUEST FOR QUOTATION

Collective# 0000037754

Bid Due Date 05/29/2014

Bids must be received no later than 11:00 AM on the above Bid Due Date.

Contact person/Telephone
Dinesh Chheda/201-395-3432

Deliver Goods/Services To:
Port Authority Technical Center
241 Erie Street - Room 105
Jersey City NJ 07310

Quantity	Description	Unit Price	Total
	Supply and Deliver Redi-Mix Concrete and Related Materials to Port Authority New-Jersey Facilities - Two (2) Year Requirements Contract to commence on or about 8/1/2014. SUPPLY AND DELIVER REDI-MIX CONCRETE AND RELATED MATERIALS DESCRIBED IN THE ATTACHED ATTACHMENT A, "BIDDER'S PRICING SHEET" (6 pages, year one and year two) TO PORT AUTHORITY/ SEMAC NEW JERSEY FACILITIES LISTED IN THE ATTACHED ATTACHMENT B, "DELIVERY LOCATIONS". The above-listed attachments and the attached "Insurance to be Procured by the Contractor" CITS #4525N, are included as part of this Contract. All bidders shall be owners and operators of the concrete plant that will be supplying the materials, and this plant must be located within 25 miles of Jersey City, NJ. The plant must be open during normal business hours Monday through Saturday 12 months a year. The Vendor shall deliver the materials within 24 hours of notification from the Contract Manager. All deliveries shall be made between the hours of 7 a.m. and 5 p.m., Monday through Saturday, unless special arrangements have been made under the provisions of the the Contract for off-hour deliveries.		
	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 Must Sign In Two Places

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which the Port Authority of New York and New Jersey opens this proposal.

Signed_____Date_____
Firm Name_____

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

REQUEST FOR QUOTATION

Bid Due Date
05/29/2014

Quantity	Description	Unit Price	Total
	ALL PRICES SHALL BE INCLUED ON THE ATTACHED ATTACHMENT A PRICING SHEETS (6 pages, year one and year two). PRICES QUOTED SHALL BE FIXED AND FIRM FOR THE DURATION OF THIS CONTRACT AND ANY EXTENSIONS. Quantities shown are for bid evaluation only and constitute no guarantee what quantities, if any, may actually be ordered. EXTENSION PERIOD: The Port Authority shall have the absolute right to extend the term of this Contract for an additional period of up to one hundred twenty (120) days subsequent to the Expiration Date, subject to to the same terms and conditions as the previous Contract period. The prices quoted by the Contractor for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, the Port Authority will advise the Contractor in writing that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous Contract period. TERMINATION: The Port Authority may terminate this Contract with cause or without cause at any time upon five (5) business days written notice to the Vendor, and in such an event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as		
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Quantity	Description	Unit Price	Total
	though such date was the original expiration date. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions of this agreement already performed, but no allowance shall be made for anticipated profits. The Vendor shall complete delivery of all items ordered before receipt of the notice of termination. This is a Formal Bid Invitation Mail Sealed Bids to: The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department 2 Montgomery Street, 3rd Floor Jersey City, NJ 07302 by the date and time listed above, where it will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8 A.M. & 5 P.M., via regular mail, express delivery service or hand delivery. If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well		
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Signed_____Date_____
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THE PORT AUTHORITY OF NY & NJ
2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302

Date 05/05/2014

REQUEST FOR QUOTATION

Bid Due Date
05/29/2014

Quantity	Description	Unit Price	Total
	as Bid number and Due date as stated on this bid document. A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid. 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_____.		
1.00	Redi-Mix Concrete and Related Materials **The item covers the following services:** Deliver Ready-mix Concrete-NJFacilities		
	PLEASE QUOTE FULLY DELIVERED PRICES **PAYMENT TERMS**	**Total Delivered Price**	

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Signed_____Date_____
Firm Name_____

PA280/9-03

TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsiblity, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of $100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764A, that it will honor a determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (201) 395-3405 or at http://www.panynj.gov/business-opportunities/become-vendor.html
12. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
13. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.
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. ($25 Million combined single limit per occurrence for unescorted airside)
>
> Automobile Liability Insurance - $ 5 million combined single limit per accident for bodily injury and property damage liability. ($25 Million combined single limit per accident for unescorted airside)

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 as additional insureds", including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured condition and severability of interests 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. 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/warrantee/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.

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, 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 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 at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management 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, 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#4525N)**

Attachment A - Bidder's Pricing Sheets – First Year

(A) 3,000 PSI Concrete
Estimated Quantities

a. Price for Minimum Quantity of Two Yards Ordered

Estimated Quantity		Price Yard		Estimated One (1) Year Price
135 Yards	X	$_____ per yard	=	$_____

b. Price if less than two yards ordered

Estimated Quantity		Price Yard		Estimated One (1) Year Price
15 Yards	X	$_____per yard	=	$_____

(B) 4,000 PSI Concrete
Estimated Quantities

a. Price for Minimum Quantity of Two Yards Ordered

Estimated Quantity		Price Yard		Estimated One (1) Year Price
135 Yards	X	$_____per yard	=	$_____

b. Price if less than two yards ordered

Estimated Quantity		Price Yard	Estimated One (1) Year Price
15 Yards	X	$_____ per yard	$_____

(C) <u>5,000 PSI Concrete</u>
Estimated Quantities

a. Price for Minimum Quantity of Two Yards Ordered

Estimated Quantity		Price Yard		Estimated One (1) Year Price
135 Yards	X	$_____per yard	=	$_____

b. Price if less than two yards ordered

Estimated Quantity		Price Yard		Estimated One (1) Year Price
15 Yards	X	$_____per yard	=	$_____

(D) Estimated Premium charges for weekday after hour plant openings (5 P.M. to 7 A.M.)

Estimated Openings		Price per Opening		Estimated One (1) Year Price
12 Openings	X	$_____per opening	=	$_____

(E) Estimated Premium charges for Saturday plant openings (7 A.M. to 5 P.M.), if any

Estimated Openings		Price per Opening		Estimated One (1) Year Price
12 Openings	X	$_____per opening	=	$_____

(F) Estimated Premium charges for Saturday after hours plant openings (5 P.M. to 7 A.M.)

Estimated Openings		Price per Opening		Estimated One (1) Year Price
7 Openings	X	$_____per opening	=	$_____

(G) Estimated Premium charges for Sunday and Holiday plant openings

Estimated Openings		Price per Opening		Estimated One (1) Year Price
5 Openings	X	$ _____per opening	=	$ _____

(H) Demurrage (Delay Penalties)*

Estimated Increments		Price Per Increment		Estimated One (1) Year Price
250 Increments	X	$_____ per minute	=	$_____

*Normal unloading time shall be five (5) minutes per delivered cubic yard. (E.g. 8 cubic yards should take 40 minutes to unload)

(I) Accelguard HE (when required for each cubic yard of cement)

50 Yards X $_____ unit price = Total unit price $_____

(J) Winter Concrete (when required for each cubic yard of concrete)

75 Yards X $_____ unit price = Total unit price $_____

(K) Retarder (when required for each cubic yard of concrete)

75 Yards X $_____ unit price = Total unit price $_____

(L) Fiber Mesh Additive (when required for each cubic yard of concrete)

50 Yards X $_____ unit price = Total unit price $_____

Total Price First Year

(Sum of Items A, B, C, D, E, F, G, H, I, J, K, L) $_____

Bidding Entity: _____ Signature: _____

Attachment A - Bidder's Pricing Sheets – Second Year

(M) 3,000 PSI Concrete
Estimated Quantities

a. Price for Minimum Quantity of Two Yards Ordered

Estimated Quantity		Price Yard		Estimated One (1) Year Price
135 Yards	X	$_____ per yard	=	$_____

b. Price if less than two yards ordered

Estimated Quantity		Price Yard		Estimated One (1) Year Price
15 Yards	X	$_____per yard	=	$_____

(N) 4,000 PSI Concrete
Estimated Quantities

a. Price for Minimum Quantity of Two Yards Ordered

Estimated Quantity		Price Yard		Estimated One (1) Year Price
135 Yards	X	$_____per yard	=	$_____

b. Price if less than two yards ordered

Estimated Quantity		Price Yard	Estimated One (1) Year Price
15 Yards	X	$_____ per yard	$_____

(O) <u>5,000 PSI Concrete</u>
Estimated Quantities

a. Price for Minimum Quantity of Two Yards Ordered

Estimated Quantity		Price Yard		Estimated One (1) Year Price
135 Yards	X	$_____per yard	=	$_____

b. Price if less than two yards ordered

Estimated Quantity		Price Yard		Estimated One (1) Year Price
15 Yards	X	$_____per yard	=	$_____

(P) Estimated Premium charges for weekday after hour plant openings (5 P.M. to 7 A.M.)

Estimated Openings		Price per Opening		Estimated One (1) Year Price
12 Openings	X	$_____per opening	=	$_____

(Q) Estimated Premium charges for Saturday plant openings (7 A.M. to 5 P.M.), if any

Estimated Openings		Price per Opening		Estimated One (1) Year Price
12 Openings	X	$_____per opening	=	$_____

(R) Estimated Premium charges for Saturday after hours plant openings (5 P.M. to 7 A.M.)

Estimated Openings		Price per Opening		Estimated One (1) Year Price
7 Openings	X	$_____per opening	=	$_____

(S) Estimated Premium charges for Sunday and Holiday plant openings

Estimated Openings		Price per Opening		Estimated One (1) Year Price
5 Openings	X	$ _____per opening	=	$ _____

(T) Demurrage (Delay Penalties)*

Estimated Increments		Price Per Increment		Estimated One (1) Year Price
250 Increments	X	$_____ per minute	=	$_____

*Normal unloading time shall be five (5) minutes per delivered cubic yard. (E.g. 8 cubic yards should take 40 minutes to unload)

(U) Accelguard HE (when required for each cubic yard of cement)

50 Yards X $_____ unit price = Total unit price $_____

(V) Winter Concrete (when required for each cubic yard of concrete)

75 Yards X $_____ unit price = Total unit price $_____

(W) Retarder (when required for each cubic yard of concrete)

75 Yards X $_____ unit price = Total unit price $_____

(X) Fiber Mesh Additive (when required for each cubic yard of concrete)

50 Yards X $_____ unit price = Total unit price $_____

Total Price Second Year.

(Sum of Items M,N,O,P,Q,R,S,T,U,V,W,X) $_____

Total Contract Price
(Sum of Attachment A, First Year and Second Year) - $_____

Bidding Entity: _____ Signature: _____

Attachment B

Delivery Locations

Delivery shall be made to work sites located at any Port Authority New Jersey Facility listed below. Additional New Jersey Facilities may be added during the term of this contract as needed.

George Washington Bridge
(New Jersey side only)
Fort Lee, N.J. 07024

Teterboro Airport
Teterboro, N.J. 07609

Lincoln Tunnel
(New Jersey side only)
Weehawken, N.J. 07086

Holland Tunnel
(New Jersey side only)
Jersey City, N.J. 07302

Port Elizabeth Marine Terminal
Elizabeth, N.J. 08332

Port Newark Marine Terminal
Newark, N.J. 07102

Newark Liberty International Airport
Newark, N.J. 07114
Bayonne Bridge
(New Jersey side only)
Bayonne N.J. 07022

Goethals Bridge
(New Jersey side only)
Elizabeth / Linden, N.J. 07201

Outerbridge Crossing
(New Jersey side only)
Perth Amboy, N.J. 08861