



REQUEST FOR QUOTATION

Contact person/Telephone
John Santiago/201-395-3416
john.santiago@panynj.gov

Collective# 0000038655
Bid Due Date 07/24/2014
Bids must be received no later than 11:00 AM on the above Bid Due Date.

Deliver Goods/Services To:
Laguardia Airport
Bldg 2B Hangar 7 - Stockroom
Jackson Heights NY 11371

Quantity	Description	Unit Price	Total
	<p>RED MULCH AND DARK (BLACK) MULCH FOR DELIVERY TO LAGUARDIA AIRPORT - THREE (3) YEAR REQUIREMENTS CONTRACT APPROXIMATELY 8/24/14 TO 8/23/17.</p> <p>PLEASE QUOTE FULLY DELIVERED 3-YEAR PRICES</p> <p>Attached "Requirement Contract" is to be made part of this contract. Read all terms and conditions before bidding. Material shall be supplied on an as-required basis. There are no guarantees as to the quantities, if any, that may actually be ordered. Delivery shall be within 5 days A.R.O.</p> <p>SPECIFICATIONS FOR BOTH RED AND BLACK MULCH:</p> <ul style="list-style-type: none"> * Mulch shall be double ground hardwood * Slivers should be 2 to 2 ½ inches long * 100 % virgin wood no recycled products or inorganic material * Non-toxic and free of disease and pests * Free of slabbing and large particles * Free of bark and cambium layer * Have a Ph level of approximately 6.1 <p>Bidder may be required to provide samples and or specifications for review and approval prior to award of contract. Mulch failing to meet specifications will be rejected and shall be replaced by the vendor with acceptable mulch within 24 hours at no additional cost.</p>		
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS	Total Delivered Price

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

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

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

Bidder
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 _____



REQUEST FOR QUOTATION

Bid Due Date
07/24/2014

Quantity	Description	Unit Price		Total	
	<p>A price preference of 10 % is available for NY/NJ Minority and Women Business Enterprises (M/WBE) or 5% for NY/NJ Small Business Enterprises (SBE) certified by the Port Authority (PA) by the day before bid opening for awards not exceeding \$1,000,000. My firm was certified as a _____ on _____.</p> <p>This is a Formal Bid Invitation</p> <p>Mail Sealed Bids to:</p> <p>The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department 2 Montgomery Street, 3rd Floor Jersey City, NJ 07302</p> <p>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. You must clearly mark the outside envelope/package with "BID ENCLOSED" and show your company name and address, as well as the Bid number and Due date. A valid photo ID is required to gain access into the building to attend the bid opening or hand deliver a bid.</p>				
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REQUEST FOR QUOTATION

Bid Due Date
 07/24/2014

Quantity	Description	Unit Price	Total
900 YD	RED MULCH Cubic Yard. See specifications page 1 of this RFQ.		
900 YD	DARK (BLACK) MULCH Cubic Yard. See specifications page 1 of this RFQ.		
PLEASE QUOTE FULLY DELIVERED PRICES		PAYMENT TERMS	Total Delivered Price

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

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 Signed _____ Date _____
 Firm Name _____

TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of \$100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764A, that it will honor a determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (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.

REQUIREMENT CONTRACT

Information for Bidders

1. AWARD METHOD

AWARD TO SINGLE BIDDER:

It is the intent of the Port Authority of New York and New Jersey (the “Port Authority”) to award an order to one Bidder based on the total estimated delivered price for all items. However, the Port Authority shall have the absolute right to reject any or all bids or to accept any bid in whole or in part and to waive defects in bids.

2. CORRECTION IN COMPUTATION

Each Bidder shall insure that all information and figures are inserted as required and that all computations have been verified for accuracy. Bidders are advised that the Port Authority may verify only the quotation or quotations that it deems appropriate and may not check each bid for errors in computation. The Port Authority reserves the unqualified right to recalculate any and all extensions set forth by the Bidder. In the event there is a discrepancy between any unit price listed and the "Estimated Total Price" or the "Total Estimated Contract Price," the Bidder's unit price shall prevail.

STANDARD TERMS AND CONDITIONS

1. GENERAL AGREEMENT

The Vendor agrees to furnish and deliver on an "as needed" basis **Red Mulch and Dark (Black) Mulch 100% Virgin Wood** to the Port Authority, LaGuardia Airport as set forth herein, the Authority's requirements for the items set forth in the "Request for Quotation" form, within the calendar days indicated. The furnishing and delivery shall be at the prices quoted in the Request for Quotation, and shall be firm for the duration of this contract. The contract term is **3 YEARS**. The dollar value of this requisition is for evaluation purposes only and there are no guarantees as to the actual amount, if any, that may be ordered. In full consideration for the performance of all duties and obligations hereunder, the Vendor agrees to accept from the Port Authority a compensation consisting of payment for the items or services supplied by the Vendor computed at the bid prices quoted in the Request for Quotation. The "Unit Prices" quoted **shall not** exceed two decimal places.

2. EXTENSION PERIOD

The Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred twenty (120) days (hereinafter called the "Extension Period") subsequent to the Expiration Date of the Base Term, subject to the same terms and conditions of the Base Term. If it so elects to exercise the Extension Period, the Port Authority will advise the Contractor in writing that the Base Term is so extended at least thirty (30) days prior to the Expiration Date of the Base Term.

5. 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 - **\$2 million** combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - **\$2 million** combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy(ies) shall name **The Port Authority of NY and NJ, its related entities, their commissioners, directors, officers, partners, employees and agents & The City of New York as additional insured**, including but not limited to premise-operations,

products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

“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 statues 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 a provision 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, Attn: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Financing.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverage of insurance. Should the modification or change results in an additional premium, The General Manager, Risk Financing 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), stating the agreement/contract number prior to the start of work. The General Manager, Risk Financing 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 Financing, 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 Financing 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 #4474N].

6. DELIVERY

Minimum delivery shall be 40 yards, within five (5) days of orders by facility representative. Delivery shall be FOB delivered. All deliveries shall be made between the hours of 7:00 a.m. and 2:00 p.m. excluding holidays. The Vendor MUST follow the instructions in paragraphs 6 and 7 for the proper method of making deliveries. Failure to do so may result in delayed payments.

- A. All deliveries must be accompanied by an original packing slip, which shall always contain:
 1. The Port Authority Purchase Order.
 2. A description of each item.
 3. The quantity shipped of each item.
 4. The Vendor's packing slip/invoice number.

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

7. DELIVERY LOCATIONS AND RESTRICTIONS

All shipments must be 'tailgate delivery'.

LaGuardia Airport
Hangar 7
Jackson Heights, NY 11371
MUST BE 'TAILGATE DELIVERY'

8. LEGAL HOLIDAYS

Except where otherwise specified, all of the following holidays will be observed at the Facility. Where specified, these holidays shall mean and include:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Columbus Day
Lincoln's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving Day
Independence Day	Christmas

9. BILLING

An invoice with a unique invoice number must be issued for all deliveries. The vendor must attach backup delivery receipts with Purchase Order number. Mail all invoices to: The Port Authority of New York and New Jersey, LaGuardia Airport, Hangar 7 South, Flushing, NY, 11371, Attention: Brian Stamm.

10. NON-PERFORMANCE OF VENDORS DUTIES RELETING CHARGES

If the Vendor fails to perform in accordance with the terms of this Contract, the Port Authority may obtain the goods or services from another Vendor and charge the seller the difference in price, if any, plus a reletting cost of \$100, plus any other damages to the Port Authority.

11. TERMINATION

The Port Authority may terminate this Contract with or without at any time upon five (5) calendar days written notice to the Vendor and in such an event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such date was the original expiration date. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions of this agreement already performed but no allowance shall be made for anticipated profits. The Vendor shall complete delivery of all items ordered before receipt of the notice of termination.

12. CONFLICT OF TERMS AND CONDITIONS

In the event of any conflict between these Requirement Contract Standard Terms and Conditions and the Terms and Conditions on the Request for Quotation form, these standard terms and conditions shall prevail.