THE PORT AUTHORITY OF NY & NJ

4 World Trade Center, 150 Greenwich Street,21st Floor,New York, NY 10007

Date 04/27/2020

REQUEST FOR QUOTATION

Contact person/Telephone/Email
Margaret D'Emic/212-435-4609/mdemic@panynj.gov

Collective# / Bid Due Date
0000061077 05/13/2020

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

Quantity	Description	Unit Price	Total
	Rebid - Supply and Deliver Roadway Shoulder Stone, Crushed Blue Stone and Concrete Sand to Various Locations at the Port Authority New Jersey Marine Terminals - Three-Year Requirements Contract Contract to Commence on or abouat May 25, 2020 The attached "Attachment A - "Rebid - Supply and Deliver Roadway/Shoulder Stone, Crushed Blue Stone and Concrete Sand to Various Locations at the Port Authority New Jersey Marine Terminals - Three Year Requirements Contract" and "Contractor's Pricing Sheets" are Part of this Bid and will become part of the awarded Contract. A price preference of 10% is available for NY/NJ Minority or Women-owned Business Enterprises (M/WBE)or for Service-disabled Veteran-owned Business Enterprises (SDVOBs), or 5% for NY/NJ Small Business Enterprises (SBE) certified by the Port Authority of New York and New Jersey by the day before bid opening for awards not exceeding $1,000 ,000. My firm was certified as a ___________________________on______/_______/______.		
	PLEASE QUOTE FULLY DELIVERED PRICES / **PAYMENT TERMS**	**Total Delivered Price**	

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

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 ___________________________

Email Address____

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
4 World Trade Center, 150 Greenwich Street,21st Floor,New York, NY 10007

REQUEST FOR QUOTATION

Bid No. / Bid Due Date
61077 / 05/13/2020

Quantity	Description	Unit Price	Total
	BID SUBMISSION INSTRUCTIONS: The Port Authority has temporarily ceased public bid openings and will allow for the electronic submission of bids. Bidders are advised that their bids must be electronically submitted as a readable Adobe PDF or in the format as provided by the Port Authority. The Port Authority shall only accept bids in electronic format until 11:00 A.M. ET on the Bid Due Date. Electronic Bids should be submitted via email only to Bid Custodian at bidrfpsubmittal@panynj.gov. Each electronic Bid submission must include all required information. The Port Authority may request an original, signed paper submission at any time following the Bid Due Date. Each email submission should include the Due Date, Bid #, and solicitation title. If requested by the Port Authority, the paper submission must be identical to the electronic submission that was submitted by the Bid Due Date. In the event of a discrepancy, the electronic submission shall take precedence. THERE WILL BE NO PUBLIC BID OPENINGS AND HAND DELIVERIES WILL NOT BE ACCEPTED. Bid results will be		
	PLEASE QUOTE FULLY DELIVERED PRICES — **PAYMENT TERMS**	**Total Delivered Price**	

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Signed____________________________Date___________

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REQUEST FOR QUOTATION

Bid No. / Bid Due Date
61077 / 05/13/2020

Quantity	Description	Unit Price	Total
	posted to the Port Authority's website as soon as they are available. Bidders should anticipate that some emails may take a period to be delivered, and as such, should send them as early as possible to ensure it is received no later than 11:00 A.M. ET in the designated Port Authority's designated email account. Bidders should note that there is a limit to the size of attachments that can be received by the Port Authority's designated email account. That limit is 100MB. Additionally, Bidders must check their files to ensure they have submitted complete documents, i.e. no missing pages. Bidders' internal networks may have limits on the size of emails they can send. Therefore, it is incumbent upon the Bidder to determine ahead of time that the file(s) being submitted can both be transmitted by their servers and accepted by Port Authority servers. If the files are too big, the Port Authority will accept Bid in multiple emails, provided all parts which comprise a complete submission are received by the Bid Due Date and time and all emails should include the Bid # and title. Under this circumstance, Bidders should note in the description of the email that the Bid will be arriving in multiple parts and include in the subject line the total number of components and which component, of the total, the particular transmission represents.		
	PLEASE QUOTE FULLY DELIVERED PRICES / **PAYMENT TERMS**	**Total Delivered Price**	

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

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

Signed ____

Firm Name ____________________________________

Telephone number__________________Date________

Fax Number____________________________________

Federal Taxpayer ID ____________________________

Bidder Must Sign In Two Places

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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
4 World Trade Center, 150 Greenwich Street,21st Floor,New York, NY 10007

Date 04/27/2020

REQUEST FOR QUOTATION

Bid No. / Bid Due Date
61077 / 05/13/2020

Quantity	Description	Unit Price	Total
	Shoulder Stone/Blue Stone/Concrete Sand		
	PLEASE QUOTE FULLY DELIVERED PRICES — PAYMENT TERMS	Total Delivered Price	

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

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____

PA280/9-03

TERMS AND CONDITIONS

1. For the purposes of this Request For Quotations (RFQ), the terms "Authority," "Port Authority," or "PA" mean the Port Authority of New York and New Jersey and/or the Port Authority Trans Hudson Corporation ("PATH,") as applicable.

2. The Port Authority reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.

3. Prices must be quoted in United States Dollars. All figures inserted will be interpreted as being quoted in United States Dollars. Unless otherwise specified, unit prices shall be quoted to two (2) decimal places.

4. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point freight included. Payment will not be made on partial deliveries unless authorized in advance by the PA and any discount, if applicable, will be taken on the total order.

5. Inspection and acceptance will be conducted at the delivery point, unless otherwise provided. Any risk of loss will be the seller’s responsibility until such delivery and acceptance is made, unless loss results from negligence of the Authority.

6. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be quoted, but will not be considered in determining award.

7. Separate unit and total FOB delivered prices must be shown. In the event of a discrepancy between unit prices and total prices, unit prices will govern.

8. 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.

9. The PA shall have the absolute right to reject any or all quotes or to accept any quote in whole or part and to waive defects in quotes.

10. Unless "no substitute" or "no approved equal" is indicated, seller may offer alternate manufacturer/brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with its quote. Brand name or equal descriptions are used as a means to define the performance or other salient characteristics of procurements. In the subject RFQ, even if the phrase "or approved equal" is inadvertently omitted, it is implied after any brand name.

11. Acceptance of seller's offer will be only in writing, authorized by the PA. No changes shall be made to any agreement resulting from this RFQ, except in writing, authorized by the PA.

12. If the seller fails to perform in accordance with the terms of this RFQ, or the terms of any agreement resulting from this RFQ, 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, per order included in this RFQ, plus any other damages to the PA.

13. The PA may cancel this RFQ at any time, when it is in the PA's best interest, via an addendum. The PA may terminate any agreement resulting from this RFQ, in accordance with terms and conditions of that agreement, in which case the successful seller ("Vendor") shall be paid for items received and accepted, including shipping costs, if applicable, up to the time of termination, unless otherwise provided for in that agreement. The Vendor shall promptly submit its final invoice to the PA to be paid to the Vendor.

14. Upon request, sellers are encouraged to extend the terms and conditions of any agreement resulting from this RFQ with the PA to other government and quasi-government entities by separate agreement.

15. By signing this RFQ, the seller certifies to all relevant statements on Form PA 3764A (copy can be obtained at http://www.panynj.gov/business-opportunities/become-vendor.html), including but not limited to those relating to the submission of bids. As set forth on PA 3764A, the PA has adopted a policy that it will honor a determination by an agency of the State of New York or New Jersey that a seller is not eligible to bid on or be awarded public contracts because the seller 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 will apply to any agreement resulting from this RFQ.

16. The Vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the PA, may, from time to time, expressly approve in writing. All further subcontracting shall also be subject to such approval by the PA. All persons to whom the Vendor subcontracts services shall be deemed to be its agents and no subcontracting or approval thereof shall be deemed to release the Vendor from its obligations under any agreement resulting from this RFQ.

17. The Vendor may not assign any subsequent agreement resulting from this RFQ without written consent of the PA.

18. The 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 RFQ or any subsequent 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.

19. Notwithstanding anything to the contrary, the seller acknowledges that the Port Authority's obligations, if any, under this RFQ, or any agreement resulting from this RFQ, are subject to the provisions of its Public Records Access Policy, and any amendments thereto, and any disclosure made pursuant thereto is not a violation of this RFQ. The Port Authority Public Records Access Policy can be found at http://corpinfo.panynj.gov/documents/Access-to-Port-Authority-Public-Records/, and is incorporated herein.

20. 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 any seller with any liability, or held personally liable to any Contractor under any term or provision of this RFQ (or any agreement resulting from this RFQ), or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

21.MBE/WBE GOOD FAITH PARTICIPATION - The Vendor shall use every good-faith effort to provide for participation by Port Authority Certified Minority Business Enterprises (MBEs) and Port Authority Certified Women-owned Business Enterprises (WBEs) in all purchasing and subcontracting opportunities associated with any agreement resulting from this RFQ, including purchase of equipment, supplies and labor services.If this RFQ contains participation goals, the Vendor shall use good faith efforts to achieve the goals.

Good faith efforts to include and facilitate participation by MBE/WBEs shall include, but not be limited to the following:

A. Dividing the services and materials to be procured into smaller portions, where feasible.
B. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBE/WBEs as may be appropriate.
C. Soliciting services and materials from a Port Authority certified MBE/WBE. To access the Port Authority's Directory of MBE/WBE Port Authority certified firms go to http://www.panynj.gov/business-opportunities/sd-mwsdbe-profile.html.
D. Ensuring that provision is made to provide progress payments to MBE/WBEs as defined in the prompt payment provision below.
E. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

22. If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated within this RFQ,

a price preference of 10% is available for NY/NJ Minority and Women Business Enterprises (M/WBEs) or 5% for NY/NJ Small Business Enterprises(SBEs) certified by the Port Authority (PA) by the day before bid opening for awards not exceeding one million dollars ($1,000,000.)

23. Non-Discrimination Requirements - The Vendor shall take all necessary and reasonable steps to ensure non-discrimination in the performance and administration of all aspects of any agreement resulting from this RFQ.

A. Vendor hereby agrees that no person on the ground of race, color, national origin, creed / religion, sex, age, or handicap / disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the furnishing of goods or services or in the selection and retention of subcontractors and /or vendors under any agreement resulting from this RFQ. Vendor shall also ascertain and comply with all applicable federal state and local laws, ordinances, rules, regulations and orders that pertain to equal employment opportunity, affirmative action, and non-discrimination in employment.
B. Vendor agrees that these "Non-Discrimination Requirements" are a binding part of any agreement resulting from this RFQ. Without limiting the generality of any other term or provision of this RFQ or any agreement resulting from this RFQ, in the event the Authority, or a state or federal agency finds that the Vendor or any of its subcontractors or vendors has not complied with these "Non-Discrimination Requirements," the Authority may cancel, terminate or suspend this RFQ or any agreement resulting from this RFQ.
C. Vendor agrees to cooperate fully with the Authority’s investigation of allegations of discrimination.Cooperation includes, but is not limited to, allowing the Authority to question employees during the investigation of allegations of discrimination, and complying with directives that the Authority or the State or Federal government deem essential to ensure compliance with these "Non-Discrimination Requirements."

24. To the extent permitted by law, the Vendor shall indemnify and hold harmless the Port Authority, its Commissioners, Directors, agents, servants, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Vendor’s agents, servants, officers, representatives and employees) arising out of or in any way connected to or alleged to arise out of or alleged to be in any way connected with any subsequent agreement resulting from this RFQ and all other services and activities of the Vendor under any subsequent agreement resulting from this RFQ and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof. The Vendor assumes the following risks, whether such risks arise out of or are in any way connected to the Vendor's operations or to its performance of work under any agreement resulting from this RFQ, or arise out of acts or omissions (negligent or not) of the Vendor, the Port Authority or third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Vendor) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of bids/quotes on this RFQ, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks: (a) the risk of any and all loss or damage to Port Authority or Vendor property, equipment, materials and possessions, and those of Vendor's agents, employees, materialmen or others performing work under any agreement resulting from this RFQ, on or off the premises, the loss or damage of which shall arise out of the Vendor's operations under any agreement resulting from this RFQ; and (b) the risk of claims, whether made against the Vendor or the Port Authority, including those, whether just or unjust, of third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Vendor), for any and all injuries, loss or damages occurring to any property, equipment, materials and possessions of the Contractor's agents, employees, materialmen and others performing work under any agreement resulting from this RFQ.

25. Seller's attention is directed to the Port Authority's "Code of Ethics for Port Authority Vendors" (the "Code"). The Code will be made apart of any agreement resulting from this solicitation. The Code can be found at https://www.panynj.gov/business-opportunities/become-vendor.html.

26. The PA has transitioned to an all electronic method of paying its vendors and contractors via an Automated Clearing House (ACH) funds transfer. The Vendor must complete the Port Authority’s "Authorization Agreement For Direct Deposits And Direct Payments (ACH Credits)" form, which is available at http://www.panynj.gov/business-opportunities/become-vendor.html, in order to receive payment. To avoid delays in payments for commodities and services provided, vendors and contractors must be enrolled in ACH. The Authorization Agreement shall remain in full force and effect until the Port Authority has received written notification from the Vendor of its termination in such time and in such manner as to afford the Port Authority and the depository financial institution(s) a reasonable opportunity to act on it. Any questions on this initiative may be directed to the ACH Enrollments contact line at 201 216-6002 or emailed to ACHENROLLMENT@PANYNJ.GOV.

27. Prospective Bidders are advised that additional vendor information , including but not limited to, forms, documents and other information, including protest procedures, may be found on the Port Authority website at: http://www.panynj.gov/business-opportunities/become-vendor.html.

The Port Authority of New York and New Jersey (Port Authority), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Additionally, all bidders (including proposers, and respondents, as applicable) are notified that the Port Authority will ensure that, with respect to any contract/agreement entered into pursuant to this advertisement, disadvantaged business enterprises, minority business enterprises and woman-owned business enterprises, as applicable, will be afforded full and fair opportunity to submit bids, proposals and responses, as applicable, in response to this invitation, and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Attachment A

Bid No. 61077
Rebid - Supply and Deliver Roadway Shoulder Stone, Crushed Blue Stone and Concrete Sand to Various Locations at the Port Authority New Jersey Marine Terminals - Three-Year Requirements Contract

Information for Bidders

1. AWARD TO SINGLE BIDDER

It is the intent of The Port Authority of New York and New Jersey (the "Port Authority") to award 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

Prices must be quoted in United States Dollars. All figures inserted will be interpreted as being quoted in United States Dollars. Each Bidder shall ensure 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 Annual Price", the Bidder's unit price shall prevail.

3. BIDDER'S PREREQUISITES

a. The Bidder shall have had at least two (2) years of continuous experience immediately prior to the date of submission of its Bid in the management and operation of a business that provides roadway stone, crushed blue stone and concrete sand and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least two (2) years of experience immediately prior to the date of the submission of its Bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.

b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have satisfactorily performed or shall be performing under at least one (1) contract requiring similar services of similar scope to those required under this Contract.

Contract Terms and Conditions

1. GENERAL AGREEMENT

The Contractor agrees to furnish and deliver on an "as needed" basis to the Port Authority's New Jersey Marine Terminals (NJMT) as set forth herein roadway shoulder stone, crushed blue stone – clean and concrete sand as further described herein, within the calendar days indicated herein.

The Contract term is **three (3) year**s, to begin on or about 5/25/2020 and expire on or about 5/24/2023.

The dollar value of this Bid 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 Contractor agrees to accept from the Port Authority a compensation consisting of payment for the items or services supplied by the Contractor computed at the bid prices quoted in this Request for Quotation. The "Unit Prices" quoted shall not exceed two (2) decimal places.

The furnishing and delivery of all items shall be at the unit prices quoted by the Contractor in the pricing sheets herein and shall be fixed and firm for the duration of this Contract. The Contractor's all-inclusive unit prices include but are not limited to transportation, fuel, tolls, supplies equipment, salaries, benefits, insurance, administrative overhead, any applicable fees and profit necessary to perform the services as indicated in this Contract, whether the aforementioned are actually employed in the furnishing of such service or whether incidental thereto.

2. ITEM SPECIFICATIONS

a. Shoulder Stone Specifications
Sizes: 3/8" to 1/2" ; 1/2" - 3/4" and 3/4"- 1"

Stone screening shall be crushed run Dolomite Stone or Traprock, free from clay or other foreign matter. All screening shall have a maximum size of 1"-1/2" and not more than 15% retained through the sieve sizes 3/8" – 1/2", 1/2" – 3/4" and 3/4" – 1".

The materials passing through the ¾" sieve shall conform to the following graduations:

Sieve Size	Passing by:
3/4"	75%
#10.......................	35% to 90%
# 200......................	5% to 16%

Sieve sizes 1", 3/4", 1/2", and 3/8" conforming to AASHTO (American Association of State Highway and Transportation Officials).

Minimum Size of Sample to be Tested	
Sieve Size (Inches)	Sample Mass (Grams)
3/8” to 1/2”	200
1/2” to 3/4”	600
3/4” to 1”	1,500

US SIEVE SIZE	ASTM #7	ASTM #8
3/8” Sieve Size	40-70 %	85-100 %
1/2” Sieve Size	90-100 %	100 %
3/4” Sieve Size	100 %	N/A

b. Crushed Blue Stone – Clean Specifications
Sizes: 3/8” – 1” and 3/4” – 1”

Stone screening shall be virgin crushed gneiss, dolomite, granite, or trap rock free from clay or other foreign matter. The materials passing shall conform to the following graduation:

ASTM #8	
Sieve size	Specification
1/2"	100%
3/8”	85-100 %
#4	10-30%
#8	0-10%
#16	0-5%

US SIEVE SIZE	ASTM #7
¾” Sieve Size	100 %

c. Concrete Sand Specifications
Fine aggregate shall consist of natural sand or manufactured sand. All fine aggregate shall consist of hard, strong, durable particles which are free from a coating or any injurious material and injurious amounts of clay, loam, or other deleterious substances. In addition, the fine aggregate shall NOT contain substances, which, when mixed in cement concrete, produce any unacceptable level of chloride ions in the final product. Any fine aggregate may be rejected if it is determined by the Facility Representative to contain unacceptable amounts of unsound or deleterious material to be harmful.

3. INSURANCE PROCURED BY THE CONTRACTOR

The Contractor and its subcontractor(s) shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, for the life of the Contract and such Insurance and shall be written on an ISO occurrence form CG 00 01 0413 or its equivalent covering the obligations assumed by the Contractor under this Contract including but not limited to premise-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 any 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.

The insurance shall be written on an occurrence basis, as distinguished from a "claims made" basis, and shall not include any exclusions for "action over claims" (insured vs. insured) and minimally arranged to provide an encompass at least the following coverages:

- Contractual Liability to cover liability assumed under the Contract;
- Independent Contractor's Coverage;
- Premise-Operations, Products and Completed Operations Liability Insurance;
- Coverage for Explosion, Collapse and Underground Property Damage (XCU)
- The insurance coverage (including primary, excess and/or umbrella) hereinafter afforded by the Contractor and all subcontractor(s) shall be primary insurance and non-contributory with respect to the additional insureds;
- Excess/umbrella policies shall "follow form" to the underlying policy;
- Excess/umbrella policies shall have a liberalization clause with drop down provision;
- To the extent any coverage the Contractor and subcontractor(s) obtains and/or maintains under this Contract contains "Other Insurance" language or provisions, such language or provisions shall not be applicable to the additional insureds or to any insurance coverage maintained by the additional insureds;
- All insurance policies shall include a waiver of subrogation, as allowed by law, in favor of the additional insureds;
- Defense costs must be outside of policy limits. Eroding limits policies are not permitted;
- In the event the Contractor and/or its subcontractors obtains and/or maintains insurance in an amount greater than the minimum limits required under this Contract, then the full limits of that insurance coverage will be available to respond to any claim asserted against the additional insureds that arises out of or is in any way connected with this Contract;
- Additional insureds coverage shall not be restricted to vicarious liability unless required by controlling law.

In addition, the liability policy (ies) shall be written on a form at least as broad as ISO Form CG 20 10 10 01 (for ongoing operations work) together with ISO Form CG 20 37 10 01 (for completed operations work) or their equivalent and endorsed to and name “The Port Authority of New York and New Jersey and its related entities, their Commissioners, Directors, Superintendents, officers, partners, employees, agents, their affiliates, successors or assigns” as Insured (as defined in the policy or in an additional insured endorsement amending the policy (ies) “Who is An Insured” language as the particular policy may provide). The “Insured” shall be afforded coverage and defense as broad as if they are the first named insured and regardless of whether they are otherwise identified as additional insureds under the liability policies, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Such additional insureds status shall be provided regardless of privity of contract between parties. The liability policy (ies) and certificates of insurance shall contain separation of insured and severability of interests clauses for all policies so that the 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. The Contractor is responsible for all deductibles and losses not covered by commercially procured insurance. Any portion of the coverage to be provided under a Self-Insured Retention (SIR) of the Contractor is subject to review and approval of the General Manager, Risk Finance. If any part of the insurance is self-insured, Contractor and its subcontractors agrees to treat all loses within the self-insured retention as though commercial insurance is in place, including provide defense to the Additional Insured. Furthermore, any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

If any of the Work is to be done on or at Port Authority facilities by subcontractors and, if the Contractor requires its subcontractors to procure and maintain such insurance in the name of the Contractor, then such insurance as is required herein shall include and cover the additional insureds and it must have insurance limits not lower than those set forth by the Port Authority herein, along with all the insurance requirements in this section known as “Insurance Procured by the Contractor”.

All insurance coverage shall be provided by the Contractor and/or by or for any of its subcontractors at no additional expense to the Port Authority and its related entities. A copy of this section titled “Insurance Procured by the Contractor” shall be given to your insurance agent and subcontractors and shall form a part of the covered contract or subcontract for insurance purposes in furtherance of the insurance requirements under this Contract.

Further, it is the Contractor’s responsibility to maintain, enforce and ensure that the type of coverages and all limits maintained by it and any of all subcontractors are accurate, adequate and in compliance with the Port Authority requirements; and the Contractor is to retain a copy of its subcontractors’ certificates of insurance. All certificates of insurance shall be turned over to the Port Authority prior to the start of work, including subcontractors’ work, and upon completion of the Contract.

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

"The Contractor, its subcontractors and its insurers 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 and its subcontractor(s) 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 New York and New Jersey, Attn: Facility Contract Administrator, at the location where the work will take place with a copy to the General Manager, Risk Finance.

The Port Authority may, at any time during the term of this Contract, change or modify the limits and coverages of insurance.

Within five (5) days after the award of this Contract and prior to the start of work, the Contractor must submit an original certificate of insurance to the Port Authority 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 contract number prior to the start of work. The Contractor is also responsible for maintaining and confirming to all insurance requirements from the additional insureds and their successors or assigns. The General Manager, Risk Finance 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 Finance, 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 the Contractor and all subcontractors shall suspend performance of the Contract at the premises until a satisfactory insurance policy (ies) and certificate of insurance is provided to and approved by Risk Finance, unless the Facility or Project Manager directs the Contractor, in writing, to continue to performing work under the Contract. If the Contract is so suspended, no extension of time shall be due on account thereof.

Renewal certificates of insurance or policies shall be emailed to certificates-portauthority@riskworks.com and delivered to the Port Authority Facility Contract Administrator, and upon request from the additional insureds, their successors or assigns 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 and provide same to the Port Authority.

Failure by the Contractor to meet any of the insurance requirements, including the requirement that the Port Authority be afforded the full extent of the insurance obtained under this Contract without limitation, shall be deemed a material breach of contract and may be a basis for termination of this Contract by the Port Authority.

The requirements for insurance procured by the Contractor and subcontractor(s) 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 Port Authority as to the adequacy of the insurance necessary to protect the Contractor against the obligations imposed on it by law or by this or any other Contract.
CITS #6026

4. ORDERING/DELIVERY

A. Orders will be made via telephone from the Facility Representative. Deliveries shall made be made by the Contractor during the authorized hours indicated herein on the date scheduled at the time of order placement between the Facility Representative and the Contractor. All delivered materials are subject to inspection and Port Authority approval.

B. The Contractor shall deliver the items in truckload quantities of twenty (20) to twenty-five (25) tons.

C. Delivery shall be FOB delivered. All deliveries shall be made Monday through Saturday as follows:
- Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m.,
- Saturday between the hours of 7:00 a.m. and 1:00 p.m.

D. All deliveries must be accompanied by an original delivery ticket which shall always contain at minimum:
1. The date of delivery;
2. The Port Authority Purchase Order Number.
2. A description of each item.
4. The quantity shipped of each item.

E. All delivery tickets must be signed by the NJMT facility representative. A duplicate of the signed delivery ticket shall be retained by the Contractor. Signed delivery tickets must be attached to the associated invoice submitted by the Contractor. The Port Authority will not pay any invoices without the associated delivery tickets or with unsigned delivery tickets.

5. DELIVERY LOCATIONS

Delivery shall be made to any or all Port Authority facility locations listed below. The Facility Representative will specify the delivery address when placing the orders.

1. Port Jersey, Bayonne, NJ, 07002
2. Port Newark Marine Terminal, Newark, NJ, 07114
3. Port Elizabeth Marine Terminal, Elizabeth, NJ, 07201

6. LEGAL HOLIDAYS

Except where otherwise specified, all of the following holidays will be observed at the facilities. 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 Day

7. MATERIAL SAFETY DATA SHEETS

When required by Federal, State or Local law, a Material Safety Data Sheet must be included with all deliveries.

8. UNION JURISDICTION

The Contractor is advised to ascertain whether any union now represented or not represented at the facility will claim jurisdiction over any aspect of the operation to be performed hereunder including delivery.

9. BILLING/PAYMENT

The Contractor shall submit to the Contract manager on or by the fifth (5^{th}) day of each month following the month of commencement of this Contract and on or by the fifth (5^{th}) day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for deliveries made during the preceding month. Invoices must be accompanied by the delivery receipts signed by a Port Authority representative. The invoice must show the Contractor's Federal Tax Identification Number and Purchase Order Number. Payment will be made within thirty (30) days of Port Authority verification of the invoice.

Monthly invoices are to be mailed or emailed to:

The Port Authority of New York and New Jersey
New Jersey Marine Terminal
260 Kellogg Street
Port Newark, NJ 07114

10. EXTENSION PERIOD

The Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days (hereinafter called the "Extension Period") subsequent to the Expiration Date of the Base Term subject 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 the term of 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.

11. TERMINATION

The Port Authority may terminate this Contract with cause at any time and without cause within five (5) business days' written notice to the Contractor 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 Contractor shall complete delivery of all items ordered before receipt of the notice of termination.

12. PURCHASE BY OTHER GOVERNMENT AGENCIES

Upon such request, Contractors who are awarded contracts are encouraged to extend the terms and conditions of these contracts under separate agreement to other government and quasi-governmental entities.

13. NON-PERFORMANCE OF CONTRACTORS DUTIES RELETTING CHARGES

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

14. LIQUIDATED DAMAGES

The Contractor's obligations for the performance and completion of the services within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then damages for breach by the Contractor may be liquidated as follows but only at an amount which is reasonable in the light of the anticipated or actual harm caused by the breach, the difficulties of proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy, as follows:

i. If the Contractor fails to deliver the items in accordance with these Specifications, the amount payable to the Contractor by the Port Authority shall be reduced by twenty-five dollars ($25) dollars per hour, or part thereof, until the Contractor delivers the items.

Bid No. 61077 - Contractor’s Pricing Sheets

Roadway Shoulder Stone – 3/8”- 1/2”

1	2	3	4	5	6
Year	**Item Description**	**Unit of Measure**	**Estimated Quantity**	**All-Inclusive Unit Price**	**Estimated Annual Price** (Column 4 X Column 5)
1	3/8” – 1/2” Roadway Shoulder Stone	Ton	20	$	$
2	3/8” – 1/2” Roadway Shoulder Stone	Ton	20	$	$
3	3/8” – 1/2” Roadway Shoulder Stone	Ton	20	$	$
Estimated Three-Year Contract Price					$

Roadway Shoulder Stone – 1/2”- 3/4”

1	2	3	4	5	6
Year	**Item Description**	**Unit of Measure**	**Estimated Quantity**	**All-Inclusive Unit Price**	**Estimated Annual Price** (Column 4 X Column 5)
1	1/2”- 3/4” Roadway Shoulder Stone	Ton	50	$	$
2	1/2”- 3/4” Roadway Shoulder Stone	Ton	50	$	$
3	1/2”- 3/4” Roadway Shoulder Stone	Ton	50	$	$
Estimated Three-Year Contract Price					$

Roadway Shoulder Stone – 3/4”– 1”

1	2	3	4	5	6
Year	**Item Description**	**Unit of Measure**	**Estimated Quantity**	**All-Inclusive Unit Price**	**Estimated Annual Price** (Column 4 X Column 5)
1	3/4” – 1” Roadway Shoulder Stone	Ton	100	$	$
2	3/4” – 1” Roadway Shoulder Stone	Ton	100	$	$
3	3/4” – 1” Roadway Shoulder Stone	Ton	100	$	$
Estimated Three-Year Contract Price					$

Crushed Blue Stone Clean 3/8” – 1”

1	2	3	4	5	6
Year	**Item Description**	**Unit of Measure**	**Estimated Quantity**	**All-Inclusive Unit Price**	**Estimated Annual Price** (Column 4 X Column 5)
1	3/8” – 1” Crushed Blue Stone Clean	Ton	40	$	$
2	3/8” – 1” Crushed Blue Stone Clean	Ton	40	$	$
3	3/8” – 1” Crushed Blue Stone Clean	Ton	40	$	$
Estimated Three-Year Contract Price					$

Crushed Blue Stone Clean 3/4" – 1"

1	2	3	4	5	6
Year	**Item Description**	**Unit of Measure**	**Estimated Quantity**	**All-Inclusive Unit Price**	**Estimated Annual Price** (Column 4 X Column 5)
1	3/4" – 1" Crushed Blue Stone Clean	Ton	20	$	$
2	3/4" – 1" Crushed Blue Stone Clean	Ton	20	$	$
3	3/4" – 1" Crushed Blue Stone Clean	Ton	20	$	$
Estimated Three-Year Contract Price					$

Concrete Sand

1	2	3	4	5	6
Year	**Item Description**	**Unit of Measure**	**Estimated Quantity**	**All-Inclusive Unit Price**	**Estimated Annual Price** (Column 4 X Column 5)
1	Concrete Sand	Ton	40	$	$
2	Concrete Sand	Ton	40	$	$
3	Concrete Sand	Ton	40	$	$
Estimated Three-Year Contract Price					$

BID NO. 61077 - PRICING SUMMARY SHEET

ESTIMATED THREE (3) YEAR CONTRACT PRICE- SHOULDER STONE - 3/8" - ½"	$_____________ (A)
ESTIMATED THREE (3) YEAR CONTRACT PRICE- SHOULDER STONE – ½" - ¾"	$____________ (B)
ESTIMATED THREE (3) YEAR CONTRACT PRICE- SHOULDER STONE – ¾" – 1"	$____________ (C)
ESTIMATED THREE (3) YEAR CONTRACT PRICE – CRUSHED BLUE STONE CLEAN – 3/8" – 1"	$____________ (D)
ESTIMATED THREE (3) YEAR CONTRACT PRICE – CRUSHED BLUE STONE CLEAN – ¾" – 1"	$____________ (E)
ESTIMATED THREE (3) YEAR CONTRACT PRICE – CONCRETE SAND	$____________ (F)
***TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE:**	$________________ (Sum of (A) through (F))

BIDDING ENTITY'S LEGAL BUSINESS NAME: ____

*Note - Please insert the Total Estimated Three (3) Year Contract Price at the bottom of Page 1 of the Request for Quotation, in the box next to the words " Total Delivered Price".